

# **AGENDA**

Cumberland Town Council Meeting  
Town Council Chambers  
**MONDAY, April 27, 2015**  
**6:30 P.M. Finance Committee Meeting**  
**7:00 P.M. Call to Order**

## **I. CALL TO ORDER**

## **II. APPROVAL OF MINUTES**

April 13, 2015

## **III. MANAGER'S REPORT**

- Police and Fire Citizen Recognition Awards

## **IV. PUBLIC DISCUSSION**

## **V. LEGISLATION AND POLICY**

**15 – 052** To hear a report from the Finance Committee re: 3<sup>rd</sup> Quarter Financials.

**15 – 053** To consider and act on amending Doc's Café Liquor License from Class III (Vinous & Malt) to Class I (all alcohol with catering)

**15 – 054** To hold a Public Hearing to consider and act on a Mass Gathering Permit for Cumberland Youth Lacrosse Girls Tournament to be held at Twin Brook on May 16, 2015.

**15 – 055** To hold a Public Hearing to consider and act on a Mass Gathering Permit for Cumberland Youth Lacrosse Boys Tournament to be held at Twin Brook on June 20, 2015.

**15 – 056** To hold a Public Hearing to consider and act on a Mass Gathering Permit for Girls On the Run to be held on June 7<sup>th</sup> at the Cumberland Fairgrounds.

**15 – 057** To hold a Public Hearing to consider and act on a Mass Gathering Permit for The Chickadee Classic Dog Show to be held June 16<sup>th</sup> – June 21<sup>st</sup> at the Cumberland Fairgrounds.

**15 – 058** To appoint members to vacant seats on boards and committees.

**15 – 059** To set a Public Hearing date (May 11<sup>th</sup>) to consider and act on a Liquor License application for The Golf Learning Center.

**15 – 060** To set a Public Hearing date (May 11<sup>th</sup>) to consider and act on a Conservation Easement for the Knight's Pond/Blueberry Hill property.

## **VI. NEW BUSINESS**

- Workshop on May 11<sup>th</sup> at 6:00 p.m. with Windham Town Council re: poor road conditions around Forest Lake
- April 28<sup>th</sup> Special Town Council Meeting at 5:00 p.m. to countersign the Warrant and Notice of Election calling the June 9, 2015 M.S.A.D. 51 Budget Validation Referendum.
- Manager's Summer 2015 Project Overview
- Planning Board approval of Capital Improvement Plan

## **VII. ADJOURNMENT**

# MOTIONS

# MOTIONS

- 15 – 052** No action.
- 15 – 053** I move to amend Doc's Café Liquor License from Class III (Vinous & Malt) to Class I (all alcohol with catering)
- 15 – 054** I move to approve the Mass Gathering Permit for Cumberland Youth Lacrosse Girls Tournament to be held at Twin Brook on May 16, 2015.
- 15 – 055** I move to approve the Mass Gathering Permit for Cumberland Youth Lacrosse Boys Tournament to be held at Twin Brook on June 20, 2015.
- 15 – 056** I move to approve the Mass Gathering Permit for Girls on the Run to be held on June 7<sup>th</sup> at the Cumberland Fairgrounds.
- 15 – 057** I move to approve the Mass Gathering Permit for The Chickadee Classic Dog Show to be held June 16<sup>th</sup> – June 21<sup>st</sup> at the Cumberland Fairgrounds.
- 15 – 058** I move to appoint: Jennifer Freeman and Lisa Crowley to the Aging In Place Committee, and Amanda Vigue to the Board of Adjustments & Appeals.
- 15 – 059** I move to set a Public Hearing date of May 11<sup>th</sup> to consider and act on a Liquor License application for The Golf Learning Center.
- 15 – 060** I move to set a Public Hearing date of May 11<sup>th</sup> to consider and act on a Conservation Easement for the Knight's Pond/Blueberry Hill property.

# MINUTES

## 04-13-15



# MINUTES

Cumberland Town Council Meeting

Town Council Chambers

**MONDAY, April 13, 2015**

**6:00 P.M. Workshop**

**7:00 P.M. Call to Order**

**6:00 P.M. Workshop** with the Finance Committee re: FY2016 Budget

**6:30 P.M. Workshop** with Southern Maine Agency on Aging.

**7:00 P.M. Call to Order**

**Present:** Councilors Gruber, Bingham, Copp, Edes, Stiles and Storey-King

**Excused:** Councilor Turner

## **I. APPROVAL OF MINUTES**

Motion by Councilor Bingham, seconded by Councilor Stiles, to accept the March 23, 2015 minutes as presented.

VOTE: 7-0                      UNANIMOUS

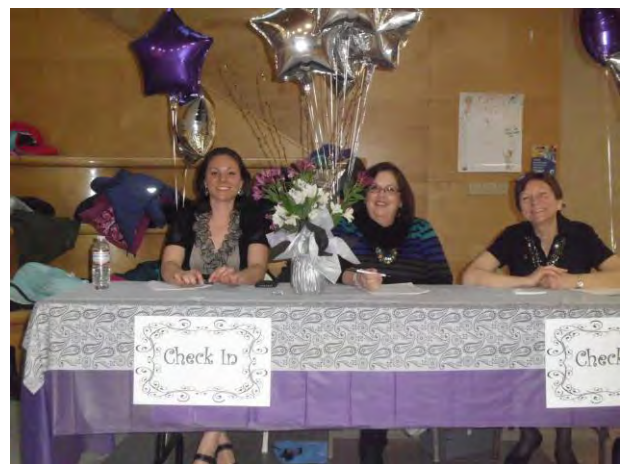
## **II. MANAGER'S REPORT**

Nomination papers for the Town Council and School Board seats are due by the close of business on April 23<sup>rd</sup>.

There will be a brief, Special Town Council Meeting on Tuesday, April 28<sup>th</sup> to countersign the Warrant and Notice of Election calling the June 9, 2015 M.S.A.D. 51 Budget Validation Referendum.

Town Manager Shane introduced Peter Bingham, Assistant Recreation Director to do a presentation on the successful Father/Daughter Dance held recently.

Mr. Bingham said that his staff is always brainstorming new ideas and the idea of a Father/Daughter Dance was brought up. Mr. Bingham introduced Devon Galvan of the Recreation Department who presented the following:









### III. PUBLIC DISCUSSION

Brad Hilton of Blanchard Road said that he often speaks to the Council about the challenge of aging and being able to afford housing as one ages in Cumberland. Last year, he received a couple of hundred dollars on his income tax return because of a tax relief program. Much to his dismay, he discovered that program has a new formula this year and he received no refund. The cost of living in this State and in this Town just continues to go up. Inflation and gas prices are down, but property taxes continue to go up. The school has no idea what their energy cost are compared to last year, because they bunch energy costs into other items in their budget. We have no way of knowing if their energy budget is up or down. This amazes him. He feels that the school should be eliminating teachers and half of that savings should go toward decreasing property taxes and the other half should go to the remaining teachers. As a senior citizen, he is frustrated because he is finding it hard to live here.

Chairman Gruber thanked Mr. Hilton for being so involved in Town budget issues.


Mike Timmons of the Cumberland Farmers Club reported on upcoming events at the fairgrounds:

- Maine's Ultimate Yard Sale
- Girl's On the Run
- Penobscot Valley Dog Show
- A Horse Show
- Ultimate Frisbee

### IV. LEGISLATION AND POLICY

#### **15 – 037 To hear a report from the Ocean Access Committee.**

Denny Gallaudet, Chairman of the Ocean Access Committee, presented the following:




## Ocean Access Committee Report to the Town Council

April 13, 2015  
Denny Gallaudet , Chairman

Committee Members  
C. Ingrid Parkin   Lew Incze   Charles Adams   Jeff Perry  
Maureen Connolly, Vice Chair   Sandra Gorsarch-Plummer and Steve Thomas

Council Liaisons George Turner & Tom Gruber   Town Staff Pam Bosarge & Bill Shane

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### Town Council Charge

The Town Council hereby establishes the Committee for the purpose of making recommendations and providing guidance to the Town Council pertaining to the use, improvement and preservation of the Broad Cove Reserve. Such recommendations shall include, but shall not be limited to, the following:

- Exploration of opportunities for passive recreation
- Preservation of the conservation values of the property
- Maintenance of the property to facilitate approved uses

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### Meetings To date

- Meeting with Town Attorney
- Meeting with Forest Bell & Associates – Environmental
- Meeting with Wildwood Association
- 8 Meetings since October

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### Broad Cove Reserve Mission Statement

The Town Council holds that the Broad Cove Reserve property has many natural attributes of high conservation value, including scenic vistas from land and sea, upland open space and woods, extensive tidal mudflats, a long fringing beach and diverse natural communities. In acquiring Broad Cove Reserve for public use, the Town Council recognizes the obligation to conserve these natural attributes consistent with the Conservation Easement. Accordingly the following Mission Statement has been adopted for Broad Cove Reserve:

Broad Cove Reserve will be managed for the citizens of Cumberland to provide for their access to and appreciation and enjoyment of this special seaside environment, consistent with the conservation of its scenic value, diverse habitats and natural communities.



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### **Broad Cove Reserve Stewardship Principles**

1. The Town Council endorses the maintenance of Broad Cove Reserve to assure the protection of its conservation values and will, within limits established by any Town Council, provide the human and financial resources necessary to do so.
2. The Committee will:
  - a. Monitor use and condition of Broad Cove Reserve by available means, such as data/photos and communications from law enforcement, own staff, Council members, Committee members, abutting neighbors and the public.
  - b. Solicit feedback from users and other members of the public with respect to their experiences, concerns, and suggestions for improved management
  - c. Report to the Town Council, with a copy to CCLT, as needed and provide an Annual Report of usage, condition, changes in condition (both positive and negative in the context of mission statement), evolving concerns, and recommendations.

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### **Broad Cove Reserve Stewardship Principles cont.**

3. The Town Council will adopt and update a Management Plan.
4. The Management Plan will provide specific guidance for areas determined to be environmentally sensitive and vulnerable.
5. Citizens are encouraged to recreate passively within the boundaries of Broad Cove Reserve.
6. Vehicular and bicycle use will be limited to Beach Road and its turnaround, with on-site parking available near the Route 88 entrance. Handicapped parking will be available at the turnaround.
7. For calendar year 2015, on-site parking will be restricted to Cumberland residents only.

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## Broad Cove Reserve Stewardship Principles cont.

8. The Use Policy of the Management Plan will list acceptable uses of Broad Cove Reserve. Such uses will be enforced by the appropriate agents of Town and State Government.
9. The Committee will cooperate and meet annually with the CCLT, or more frequently as needed, to ensure ongoing compliance with the Conservation Easement.
10. The Committee will cooperate with the Cumberland Coastal Waters Commission ("CWC") on policies affecting use of the beach and intertidal areas, permitting and usage of the pier and float, and the prevention of erosion at the riparian boundary.

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## Current Uses

Broad Cove Reserve provides an ideal site for low-impact passive recreation.

**Passive recreation** means non-motorized, non-consumptive activity that 1) offers restorative and pleasurable human benefits, 2) fosters understanding of open space and its purpose, 3) does not adversely affect conservation values and 4) requires minimal visitor facilities and services.

In an effort to preserve the conservation values of the property, uses may be subject to change or suspension when overuse or negative impact to the property is identified.

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## Current Uses cont.

The list of current and prohibited uses is below. Please also refer to the Management Matrix for specific information regarding user responsibility and/or limitations for each activity.

- Walking and hiking
- Boating
- Swimming
- Shell fishing
- Fishing
- Picnicking
- Cross-country skiing and snowshoeing
- Educational activities

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## Prohibited Uses

- Hunting
- Dog walking
- Open fires
- Fireworks
- Except on Beach Road or in designated parking, use of unauthorized motor vehicles, motorbikes, bicycles, snowmobiles or ATVs
- Use of any motor vehicle, boat or trailer which exceeds at least two of the following criteria: twenty three feet in length, eight feet in height and seven feet in width.
- Littering or trash disposal; all activities and users to carry out all refuse carried in
- Except for maintenance of approved trails, cutting/removal of trees, brush, vegetation or application of herbicides, pesticides, fungicides without Committee approval
- Construction or improvements without Committee approval
- Defacement, injury, removal or destruction of fences, signs, gates or any other structure

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### Next Steps

#### Once Lawsuit is Resolved:

- Parking will be a Priority

#### Ongoing Work

- Pier Upgrades- Railing, Sides, etc.
- Porta Potty- Compost Toilet Options
- Signage
- Benches
- Trails - winter & year round
- Onsite Visit with Committee
- Meeting with Alpha One onsite
- Onsite Construction Impacts on Use

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## Questions ?

Meetings are the **Second Wednesday of each Month**  
at 6 PM at Town Hall

#### Website

[www.cumberlandmaine.com](http://www.cumberlandmaine.com)  
Top of All Items - **Ocean Access Committee**

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Councilor Edes noted that the Ocean Access Committee is suggesting to not allow hunting. Most ocean property allows hunting up to the high water mark for fowling and fishing. As a Town, we cannot prohibit hunting. Only the State can prohibit hunting. He urged the Committee to look into this further.

**15 – 038 To hold a Public Hearing to consider and act on a Mass Gathering Permit for Binnie Media’s Maine’s Ultimate Yard Sale to be held on June 13, 2015 at the Cumberland Fairgrounds.**

Town Manager Shane said that staff has reviewed the application and recommending approval.

Chairman Gruber opened the Public Hearing.

Public discussion: None

Chairman Gruber closed the Public Hearing.

Chairman Gruber asked Mr. Timmons if firearms are allowed to be sold at the event.

Mr. Timmons said that he did not know, but would see if he can find out. He has never seen any firearms being sold over the past 3 years.

Motion by Councilor Edes, seconded by Councilor Stiles, to approve the Mass Gathering Permit for Binnie Media's Maine's Ultimate Yard Sale to be held on June 13, 2015 at the Cumberland Fairgrounds.

VOTE: 6-0 UNANIMOUS

**15 – 039 To consider and act on authorizing the Town Manager to award the bid for the Blackstrap Road project.**

Town Manager Shane said that Gendron and Gendron was the low bidder for the project and Gorrill-Palmer Engineers have reviewed the bid proposal and are recommending acceptance of the bid.

Motion by Councilor Bingham, seconded by Councilor Copp, to authorize the Town Manager to award the bid for the Blackstrap Road drainage and paving project to Gendron and Gendron of Lewiston, Maine in the amount of \$1,169,034.44

VOTE: 6-0 UNANIMOUS

**15 – 040 To consider and act on the disposition of foreclosed properties.**

Town Manager Shane reported that as of today, we will have no foreclosed properties for FY2103 and the last property on the foreclosure list came in today and paid their back taxes.

Motion by Councilor Storey-King, seconded by Councilor Copp, to authorize the Town Manager to accept delinquent taxes and issue a quitclaim deed, upon payment of \$11,722.45 for fiscal years 2013, 2014 and 2015 for property identified as Tax Map U18/Lot2.

VOTE: 6-0 UNANIMOUS

Motion by Councilor Storey-King, seconded by Councilor Stiles, to authorize the Town Manager to accept delinquent taxes and issue a quitclaim deed, upon payment of \$6,229.32 for fiscal years 2013, 2014 and 2015 for property identified as Tax Map R07/Lot55.

VOTE: 6-0 UNANIMOUS

**15 – 041 To consider and act on authorizing the Town Manager to accept delinquent taxes and issue a quitclaim deed, upon payment of \$840.25 for property identified as Tax Map U19/Lot 32.**

Motion by Councilor Stiles, seconded by Councilor Edes, to authorize the Town Manager to accept delinquent taxes and issue a quitclaim deed, upon payment of \$840.25 for property identified as Tax Map U19/Lot 32.

VOTE: 6-0 UNANIMOUS

**15 – 042 To consider and act on authorizing the Town Manager to accept delinquent taxes and issue a quitclaim deed, upon payment of \$7,266.09 for property identified as Tax Map R08/Lot 27.**

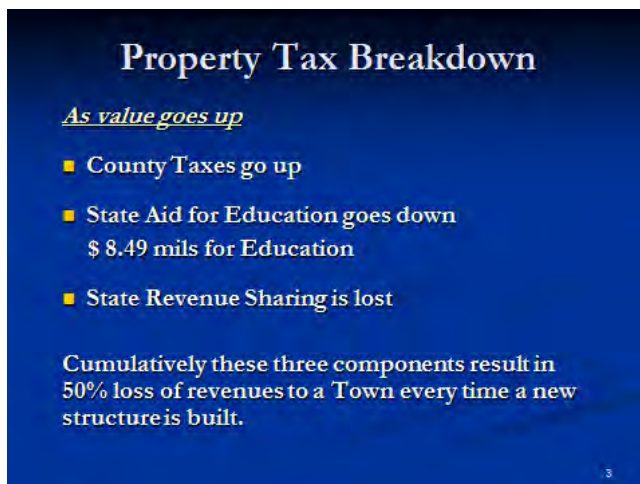
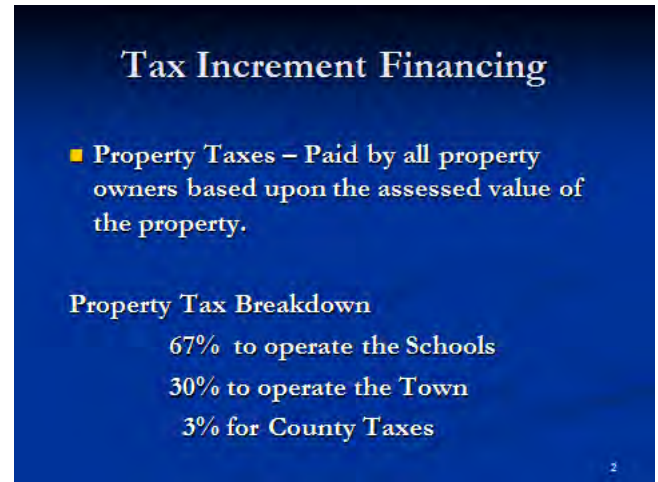
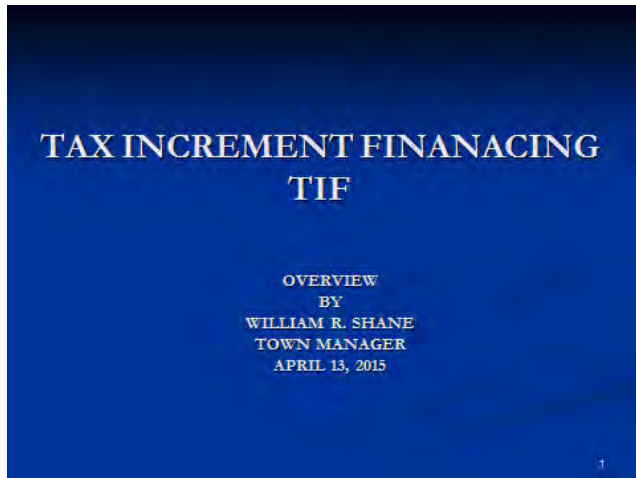
Motion by Councilor Bingham, seconded by Councilor Stiles, to authorize the Town Manager to accept delinquent taxes and issue a quitclaim deed, upon payment of \$7,266.09 for property identified as Tax Map R08/Lot 27.

VOTE: 6-0

UNANIMOUS

**15 – 043 To hold a Public Hearing to consider and act on the designation of proposed TIF District #6 (The Natural Gas Pipeline East) and the adoption of a Development Program for the same.**

Town Manager Shane presented the following on Tax Increment Financing (TIF):





## What can be done with the money?

### ■ Money must be used for Economic Development Purposes:

- Tax Incentives to Businesses
- Infrastructure within the District
- Economic Development Initiatives
- Environmental remediation
- Affordable Housing (via MSHA)
- Fire equipment
- Public Works Equipment

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## Why give away any Tax Breaks?

Positive Business Attitude

Partnership- Offset of Capital Investment a big help

Approved by the State DECD- Straight Face Test

Long Term Shift of the Tax Base – 98.5% to 90 % Goal

Total Control of the funds by the Town Council

Encourage Economic Growth on Rt 1 & Rt 100 Corridor

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## Give me some examples of How the money has been used

### ■ Road Improvements

Range Road- \$2 Million Dollar Repair

Skullin & Blanchard Road- \$2 Million Repair

### ■ Infrastructure Improvements – Fire Protection

Skullin & Blanchard Road Water Line- \$3 Million

Rt 100 Water Line- \$1.5 Million

Range Road Water line \$2 Million

Twin Brook Park Improvements

### ■ Future Improvements

Skullin / Blackstrap & Rt 100 Signalization

Turnpike Off & On Ramps in West Cumberland

Lane Widening by Exactitude

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## Where's the Downside?

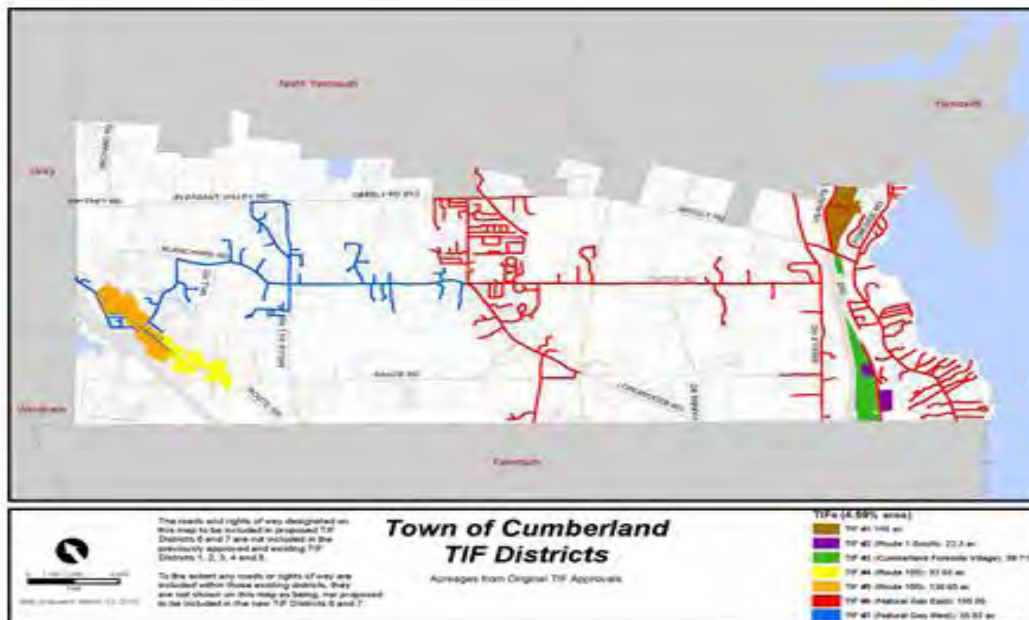
### ■ There Isn't One.

The Town Council Controls the funds. At anytime during the contract the Town can divert it's portion to the General fund but will lose the shelter value.

The Town Council controls the types of business and the amounts of TIF money we will share

The projects we are looking to fund are needed today and would be 100% on all the Taxpayers.

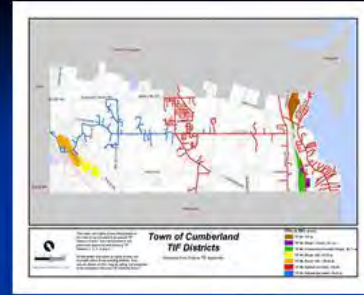
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## Why TIF the Gas Mains?

- Monies can be used for Road Repairs
- Public Works Equipment
- Fire Station expansions for new equipment
- Expecting nearly \$15 M in new Gas Mains
- \$270,000 per year in new tax revenues
- Earmarked \$180,000 in this FY 16 Paving Budget from the new TIF's

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Full Application is available online  
and at Town Hall  
Questions??

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Chairman Gruber opened the Public Hearing.

Public discussion: Brad Hilton of Blanchard Road said the he likes seeing this great work. It is good.

Chairman Gruber closed the Public Hearing.

ORDERED by Councilor Bingham, seconded by Councilor Edes, that the Town hereby (a) designates the Natural Gas Pipeline East Municipal Tax Increment Financing District and adopts the Development Program for the District, such designation and adoption to be on the terms and provisions of the Natural Gas Pipeline East Municipal Tax Increment District Development Program” (“Development Program”) as presented at this Town Council Meeting, and as has been on file in the Town Clerk’s Office, a copy of which is incorporated herein by reference; (b) makes the findings set forth in the Development Program; (c) adopts the financial plan including the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program; and (d) authorizes the Town Manager to submit to the State of Maine Commissioner of Economic and Community Development for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the Natural Gas Pipeline East Municipal Tax Increment Financing District and its Development Program and financial plan pursuant to 30-A M.R.S.A. Chapter 206.

VOTE: 6-0 UNANIMOUS

### **15 – 044 To hold a Public Hearing to consider and act on the designation of proposed TIF District #7 (The Natural Gas Pipeline West) and the adoption of a Development Program for the same.**

Chairman Gruber opened the Public Hearing.

Public discussion: None

Chairman Gruber closed the Public Hearing.

ORDERED by Councilor Bingham, seconded by Councilor Edes, that the Town hereby (a) designates the Natural Gas Pipeline West Municipal Tax Increment Financing District and adopts the Development Program for the District, such designation and adoption to be on the terms and provisions of the Natural Gas Pipeline West Municipal Tax Increment District Development Program” (“Development Program”) as presented at this Town Council Meeting, and as has been on file in the Town Clerk’s Office, a copy of which is incorporated herein by reference; (b) makes the findings set forth in the Development Program; (c) adopts the financial plan including the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program; and (d) authorizes the Town Manager to submit to the State of Maine Commissioner of Economic and Community Development for



approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the Natural Gas Pipeline West Municipal Tax Increment Financing District and its Development Program and financial plan pursuant to 30-A M.R.S.A. Chapter 206.

VOTE: 6-0 UNANIMOUS

**15 – 045 To hold a Public Hearing to consider and act on an amendment to Chapter 242 (Stormwater Management), Article 2 (Post-Construction Stormwater Management), Section 242-25 (General Requirements), of the Cumberland Code.**

Town Manager Shane explained that this is strictly a housekeeping amendment. We are moving the reporting requirement from March 1<sup>st</sup> to June 1<sup>st</sup>. This is the only amendment.

Chairman Gruber opened the Public Hearing.

Public discussion: None

Chairman Gruber closed the Public Hearing.

Motion by Councilor Storey-King, seconded by Councilor Copp, to amend Chapter 242 (Stormwater Management), Article 2 (Post-Construction Stormwater Management), Section 242-25 (General Requirements), of the Cumberland Code, to require post-construction stormwater inspections be completed and turned in to the Code Enforcement Officer annually, by June 1<sup>st</sup> (previously March 1<sup>st</sup>).

VOTE: 6-0 UNANIMOUS

**15 – 046 To hold a Public Hearing to consider and act on authorizing the Code Enforcement Officer to enter into a Consent Agreement with property owners located at 17 Edes Road.**

Town Manager Shane explained that this is the 3<sup>rd</sup> or 4<sup>th</sup> owner of this property and the bank survey discovered that the property is out of compliance with our zoning ordinance. These issues happen because people do not invest in surveys of their property and they measure from the pavement, not their property lines. In this instance, there is a setback violation in the rear and front of the property and it was never detected. Staff is recommending approval.

Chairman Gruber opened the Public Hearing.

Public discussion: None

Chairman Gruber closed the Public Hearing.

Councilor Edes said that he will abstain from voting because he is an abutter.

Motion by Councilor Bingham, seconded by Councilor Storey-King, to authorize the Code Enforcement Officer to enter into a Consent Agreement with property owners located at 17 Edes Road and to collect \$500 for legal and administrative fees.

VOTE: 5-0-1 (Edes abstained) MOTION PASSES

**15 – 047 To set a Public Hearing date (April 27<sup>th</sup>) to consider and act on a Mass Gathering Permit for Cumberland Youth Lacrosse Girls Tournament to be held at Twin Brook on May 16, 2015.**

Motion by Councilor Copp, seconded by Councilor Stiles, to set a Public Hearing date of April 27<sup>th</sup> to consider and act on a Mass Gathering Permit for Cumberland Youth Lacrosse Girls Tournament to be held at Twin Brook on May 16, 2015.

VOTE: 6-0 UNANIMOUS

**15 – 048 To set a Public Hearing date (April 27<sup>th</sup>) to consider and act on a Mass Gathering Permit for Cumberland Youth Lacrosse Boys Tournament to be held at Twin Brook on June 20, 2015.**

Motion by Councilor Bingham, seconded by Councilor Stiles, to set a Public Hearing date of April 27<sup>th</sup> to consider and act on a Mass Gathering Permit for Cumberland Youth Lacrosse Boys Tournament to be held at Twin Brook on June 20, 2015.

VOTE: 6-0 UNANIMOUS

**15 – 049 To set a Public Hearing date (April 27<sup>th</sup>) to consider and act on a Mass Gathering Permit for Girls On the Run to be held on June 7<sup>th</sup> at the Cumberland Fairgrounds.**

Motion by Councilor Stiles, seconded by Councilor Bingham, to set a Public Hearing date of April 27<sup>th</sup> to consider and act on a Mass Gathering Permit for Girls on the Run to be held on June 7<sup>th</sup> at the Cumberland Fairgrounds.

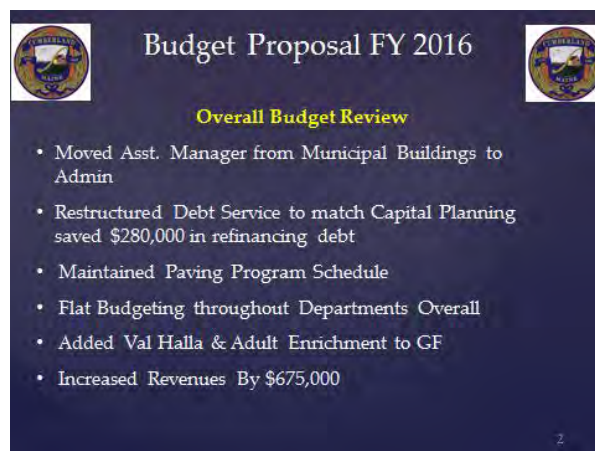
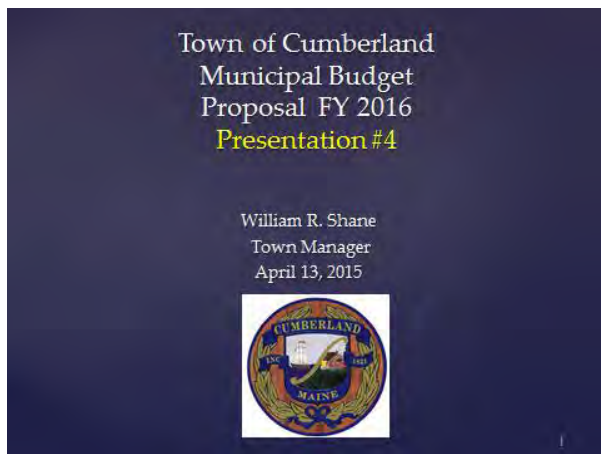
VOTE: 6-0 UNANIMOUS

**15 – 050 To set a Public Hearing date (April 27<sup>th</sup>) to consider and act on a Mass Gathering Permit for The Chickadee Classic Dog Show to be held June 16<sup>th</sup> – June 21<sup>st</sup> at the Cumberland Fairgrounds.**

Motion by Councilor Copp, seconded by Councilor Stiles, to set a Public Hearing date of April 27<sup>th</sup> to consider and act on a Mass Gathering Permit for The Chickadee Classic Dog Show to be held on June 16<sup>th</sup> – June 21<sup>st</sup> at the Cumberland Fairgrounds.

VOTE: 6-0 UNANIMOUS

**15 – 051 To hold a Public Hearing to consider and act on adoption of the FY'16 Municipal Budget.**



Budget Proposal FY 2016					
	FY 15	FY 16	Increase	%	
Budget	\$8,736,511	\$8,788,143	\$51,632	0.59%	
County	\$696,073	\$747,431	\$51,358	7.38%	
New to GF					
Adult Enrichment		\$60,271	\$60,271		
Val Halla		\$759,234	\$759,234		
Expenses	\$9,432,584	\$10,355,079	\$922,495	9.78%	
Revenues - NP	-\$3,868,062	-\$4,555,489	-\$687,427	17.77%	
Pre New Values	\$5,564,522	\$5,799,590	\$235,068	4.22%	
New Values	\$30 M	Town- 32.76%	-\$178,378		
Net Impact to Taxes			\$56,690		

Budget Proposal FY 2016 Mil Rate Impact					
	FY 15	FY 16	Increase	%	
School	\$14,313,387	\$15,567,490	\$1,254,103	8.76%	
New Values	\$30 M	School - 67.24%	-\$366,122		
Net Impact to Taxes			\$887,981		

Budget Proposal FY 2016 Mil Rate Impact					
FY 2015	FY 2015	Incr	FY 2016	Mil %	
School	\$11.70	\$0.69	\$12.39	3.97%	
County	\$0.57	\$0.03	\$0.60	0.17%	
Town	\$5.13	\$0.03	\$5.16	0.17%	
	\$17.40	\$0.75	\$18.15	4.31%	

**Questions ?**

Councilor Bingham asked the Manager to explain how Val Halla was previously in an Enterprise Fund and will now be moved into the General Fund.

Town Manager Shane explained that we have 3 Enterprise Funds: Val Halla, Senior Housing, and the Sewer Fund. Enterprise Funds are supposed to be self-supported and not require any supplemental support from the municipality. Val Halla has never been able to be self-supporting. We had a couple of years that were close, but for the most part we are \$25,000 - \$100,000 short of breaking even with revenues and expenses. We have done an enormous amount of work at the golf course to make it a desirable place, but there are simply too many golf courses in a small area that compete for the same business. Brian Bickford works very hard on programs and activities and he cares very much about the course. Under Brian's leadership he is confident that things will get better, but it will take some time.

Chairman Gruber opened the Public Hearing.

Brad Hilton suggested breaking out the Val Halla revenues on the presentation slide so that it is clearer to the public and they get a feel of the true impact of adding Val Halla into the general fund.

Chairman Gruber closed the Public Hearing.

Motion by Councilor Bingham, seconded by Councilor Copp, to approve the FY'16 Municipal Budget not to exceed \$10,355,079.00.

VOTE: 6-0 UNANIMOUS

## **V. NEW BUSINESS**

**Councilor Copp** – Condolences to Bob Vail and his family on the passing of Bob’s father. Mr. Vail was a customer of his and he was a great man. According to his obituary, he serves this country well and was an icon in the community.

**Councilor Edes** – He was not able to attend the meeting with Cathy Breen and Mike Timmons in regard to the state budget. He was pleased that the Governor showed up even though there was a bit of controversy surrounding his visit. He thinks it is great any time we can get our government leaders to show up.

He came into Town Hall last week to register his vehicle and was told that the Manager was out sick for the first time practically ever. This just shows what a dedicated Manager we have. He wished Manager Shane well and hoped that he is feeling better.

**Councilor Storey-King** – she asked the Manager to talk about the June Town Council meeting dates being moved around due to the Election.

**Councilor Bingham** – He also passed along condolences to the Vail family. A lot of Cumberland Veterans were proud to walk in the Memorial Day Parade next to Mr. Vail.

He thanked Cathy Breen and Mike Timmons for taking the time to hold a State budget informational session in Cumberland. Governor LePage’s appearance was controversial, but he answered a lot of people’s questions. Lastly, to John Riley of Falmouth, he doesn’t know how they conduct meetings in Falmouth, but in Cumberland we treat our guests in a civil manner.

**Chairman Gruber** – He testified in Augusta last week before the Joint Standing Committee on LD909 (an act to promote municipalities to engage in Aging in Place indicatives). We have a great Aging in Place Committee here in Cumberland that the Town Council supports. The committee works so hard and the members are terrific.

Thank you to the Falmouth branch of Bangor Savings Bank who did a food drive for peanut butter and jelly for the food pantry.

**Councilor Stiles** – he reminded everyone that soon, he will begin his fundraising efforts for the 4-H auction at the Cumberland Fair to benefit the food pantry. If 1,000 people donate just \$10.00, we will raise \$10,000 to purchase meat for the food pantry.

Condolences to the Littlefield family on the passing of Bob Littlefield. Bob was the Tax Assessor in Cumberland for many years.

**Town Manager Shane** – Leon Hamilton of Chebeague Island also passed away recently. Leon was a great guy who was a very involved and “vocal citizen”. He was a good man who will be missed.

Thank you to the Atlantic Regional Credit Union who donated \$1,000 to the food pantry.

The Council meetings in June will be moved to the first and forth Monday because of the Election and swearing in of Councilors.

He received confirmation from the Windham Town Manager that the Windham Town Council will be here on May 11<sup>th</sup> to meet in Workshop regarding the poor conditions of the roads around Forest Lake. Cumberland is the first responder in that area for public safety.

- VI. EXECUTIVE SESSION** pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.  
Motion by Councilor Stiles, seconded by Councilor Bingham, to adjourn to Executive Session pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.  
VOTE: 6-0                      UNANIMOUS  
TIME: 8:55 P.M.

Reconvene to regular session at 9:16 P.M.

- VII. ADJOURNMENT**  
Motion by Councilor Bingham, seconded by Councilor Edes, to adjourn.  
VOTE: 6-0                      UNANIMOUS  
TIME: 9:16 P.M.

Respectfully submitted by,

Brenda L. Moore  
Council Secretary



# ITEM

# 15-052

To hear a report from the Finance Committee re:  
3<sup>rd</sup> Quarter Financials



**Town of Cumberland**  
**Fiscal Year 2015**  
**3<sup>rd</sup> Quarter Financial Report**

# General Fund

## Q3 Revenues & Expenditures

	FY15 Budget	FY15 thru 3/31	FY15%	FY14 %
<b>TOTAL REVENUES</b>	<b>\$ 3,683,142</b>	<b>\$ 2,995,404</b>	<b>81.3%</b>	<b>79.2%</b>
		<i>increase from prior year: 2.1%</i>		
<b>Controllable Expenses</b>	<b>\$ 6,285,878</b>	<b>\$ 5,062,372</b>	<b>80.5%</b>	<b>77.9%</b>
<b>Fixed Expenses</b>	<b>\$ 17,460,094</b>	<b>\$ 13,648,040</b>	<b>78.2%</b>	<b>78.0%</b>
<b>TOTAL EXPENSES</b>	<b>\$ 23,745,972</b>	<b>\$ 18,710,412</b>	<b>78.8%</b>	<b>78.0%</b>
		<i>increase from prior year: 1.8%</i>		



# Selected Revenues

	<b>FY15 Budget</b>	<b>FY15 thru 3/31</b>	<b>FY15%</b>	<b>FY14 %</b>
<b>Excise Tax</b>	<b>\$ 1,430,000</b>	<b>\$ 1,217,813</b>	<b>85.2%</b>	<b>86.6%</b>
<b>State Revenue Sharing</b>	<b>\$ 385,710</b>	<b>\$ 295,380</b>	<b>76.6%</b>	<b>71.8%</b>
<b>Building Permits</b>	<b>\$ 70,000</b>	<b>\$ 55,284</b>	<b>79.0%</b>	<b>72.3%</b>
<b>Recreation-ASP</b>	<b>\$ 145,000</b>	<b>\$ 137,339</b>	<b>94.7%</b>	<b>89.9%</b>
<b>Recreation-All Other</b>	<b>\$ 422,826</b>	<b>\$ 206,442</b>	<b>48.8%</b>	<b>59.4%</b>

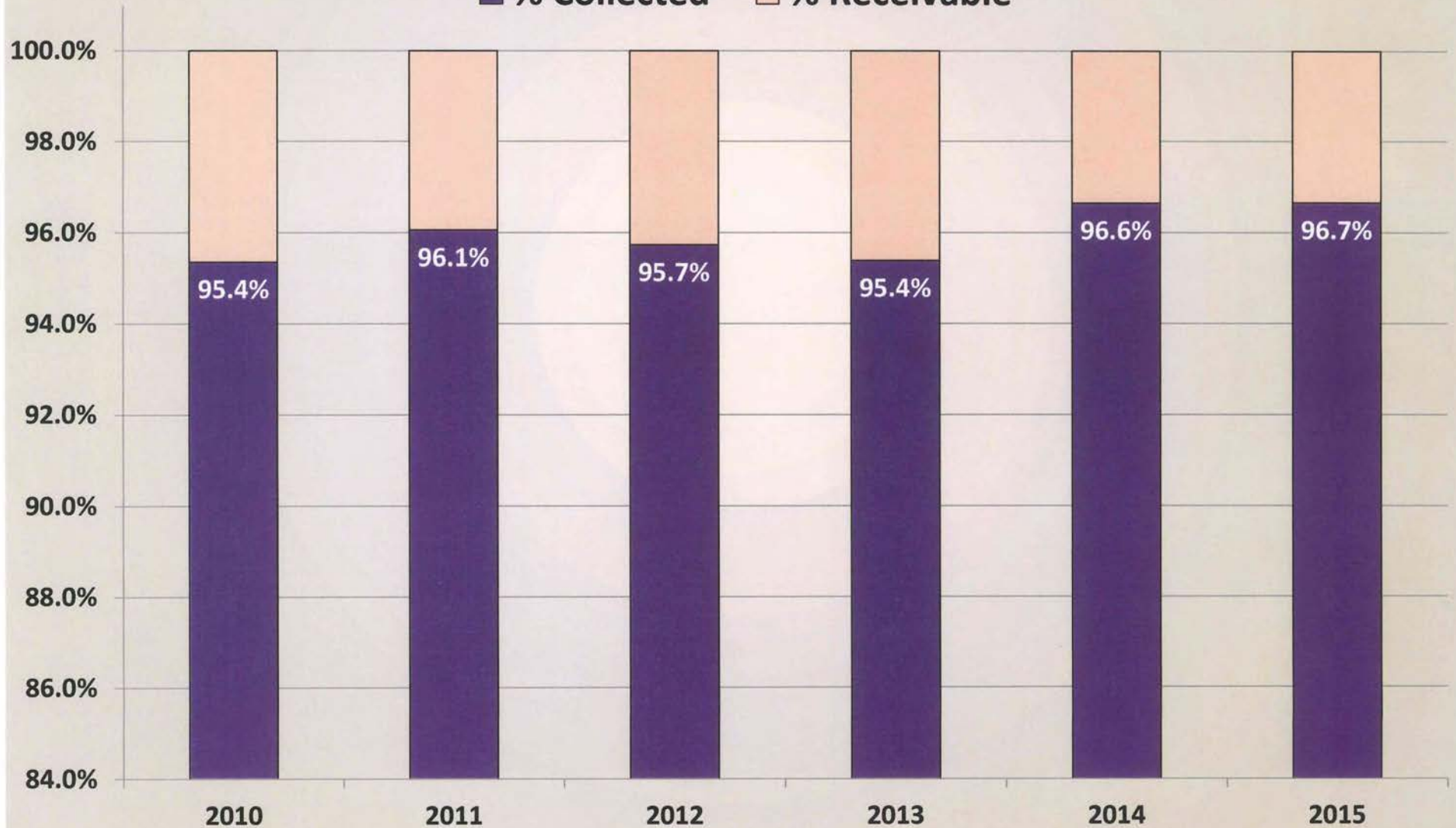
# Selected Expenditures

	<b>FY15 Budget</b>	<b>FY15 thru 3/31</b>	<b>FY15%</b>	<b>FY14 %</b>	<b>Ahead (Behind) FY14</b>
<b>Police</b>	<b>\$ 1,196,499</b>	<b>\$ 917,913</b>	<b>76.7%</b>	<b>78.8%</b>	<b>\$ (24,777)</b>
<b>Fire</b>	<b>\$ 827,001</b>	<b>\$ 664,037</b>	<b>80.3%</b>	<b>77.2%</b>	<b>\$ 25,218</b>
<b>Public Services</b>	<b>\$ 1,692,188</b>	<b>\$ 1,320,772</b>	<b>78.1%</b>	<b>73.6%</b>	<b>\$ 53,462</b>
<b>Recreation</b>	<b>\$ 644,444</b>	<b>\$ 573,110</b>	<b>88.9%</b>	<b>84.0%</b>	<b>\$ 31,479</b>
<b>Library</b>	<b>\$ 387,607</b>	<b>\$ 295,558</b>	<b>76.3%</b>	<b>79.3%</b>	<b>\$ (11,861)</b>
<b>Legal</b>	<b>\$ 32,500</b>	<b>\$ 42,671</b>	<b>131.3%</b>	<b>51.8%</b>	<b>\$ 25,848</b>
<b>Abatements</b>	<b>\$ 20,000</b>	<b>\$ 72,683</b>	<b>363.4%</b>	<b>102.6%</b>	<b>\$ 52,155</b>



# Property Tax Collections thru 3/31

■ % Collected    ■ % Receivable



# Questions?



# ITEM

# 15-053

To consider and act on amending Doc's Café Liquor  
License from Class III (Vinous & Malt) to Class I  
(all alcohol with catering)





# TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland Center, Maine 04021-9321

Telephone (207) 829-5559 • Fax (207) 829-2214

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TO: William Shane, Town Manager  
FROM: Tammy O'Donnell, Town Clerk  
DATE: April 21, 2015  
SUBJECT: Doc's Café Liquor License

At its meeting of March 23, 2015, the Town Council voted in favor to grant a renewal Class III Vinous & Malt Liquor License to Doc's Café. I have contacted Ms. Rebecca Williams, Proprietor of Doc's Café, to notify her of the approval. Following notification of approval, Ms. Williams has contacted me with a request to amend her Liquor License to a Class I license. Ms. Williams would like to be able to provide catering services and offer bar services while providing catering.

I have contacted the Bureau of Alcoholic Beverages, and discussed this request with the Liquor Agent. If the Town Council is receptive to amending the approval to a Class I License, the state would also amend the license pending inspection upon receipt of a letter from the Town stating that the Town Council has approved the amendment. I would like to request presenting the amendment to the Town Council at the April 27, 2015 meeting. Thank you.

**BUREAU OF ALCOHOLIC BEVERAGES  
DIVISION OF LIQUOR LICENSING & ENFORCEMENT  
8 STATE HOUSE STATION  
AUGUSTA, ME 04333-0008**

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.



**DEPARTMENT USE ONLY**

**LICENSE NUMBER:** \_\_\_\_\_ **CLASS:** \_\_\_\_\_

**DEPOSIT DATE** \_\_\_\_\_

**AMT. DEPOSITED:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**CK/MO/CASH:** \_\_\_\_\_

**PRESENT LICENSE EXPIRES** 5/28/2015

**INDICATE TYPE OF PRIVILEGE:** ☒ MALT ☐ SPIRITUOUS ☒ VINOUS

**INDICATE TYPE OF LICENSE:**

☐ RESTAURANT/LOUNGE (Class XI ☐

☐ RESTAURANT (Class I,II,III,IV ☒

☐ HOTEL (Class I,II,III,IV ☐

☐ HOTEL-OPTIONAL FOOD (Class I-A ☐

☐ CLUB-ON PREMISE CATERING (Class I ☐

☐ CLASS A LOUNGE (Class X ☐

☐ GOLF CLUB (Class I,II,III,IV ☐

☐ CLUB (Class V ☐

☐ OTHER ☐

☐ TAVERN (Class IV ☐

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

<b>1. APPLICANT(S)</b> —(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Rebecca William</u> <b>DOB:</b> <u>5/21/78</u>		<b>2. Business Name (D/B/A)</b> <u>Deli Cafe &amp; Marketplace</u>	
<b>DOB:</b> _____		<u>371 Tuttle Rd</u>	
<b>DOB:</b> _____		<b>Location (Street Address)</b> <u>371 Tuttle Rd</u>	
<b>Address</b> <u>6 Hamlock Dr</u>		<b>City/Town</b> _____	<b>State</b> _____
<u>Cumberland ME 04021</u>		<b>Zip Code</b> <u>04021</u>	
<b>City/Town</b> _____		<b>Mailing Address</b> _____	
<b>State</b> _____		<b>City/Town</b> _____	
<b>Zip Code</b> _____		<b>State</b> _____	
<b>Telephone Number</b> <u>207 347 1298</u>		<b>Business Telephone Number</b> <u>207 347 8294</u>	
<b>Fax Number</b> _____		<b>Fax Number</b> _____	
<b>Federal ID. #</b> <u>45-4820323</u>		<b>Seller Certificate #</b> <u>1155716</u>	

3. If premises is a hotel, indicate number of rooms available for transient guests: \_\_\_\_\_
4. State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ 357,129.38 LIQUOR \$ 2152
5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

**If YES, complete Supplementary Questionnaire**

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

7. If manager is to be employed, give name: \_\_\_\_\_

8. If business is NEW or under new ownership, indicate starting date: \_\_\_\_\_

Requested inspection date: \_\_\_\_\_ Business hours: \_\_\_\_\_



10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Rebecca Williams	5/21/78	Pensby, MA

Residence address on all of the above for previous 5 years (Limit answer to city & state)

North Yarmouth, ME  
Cumberland, ME

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?  
Yes ☐ No ☒ If Yes, give name: \_\_\_\_\_

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

16. Does/do applicant(s) own the premises? Yes ☒ No ☐ If No give name and address of owner: \_\_\_\_\_

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) \_\_\_\_\_

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?  
YES ☒ NO ☐ Applied for: \_\_\_\_\_

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 300 ft. Which of the above is nearest? church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒

If YES, give details: \_\_\_\_\_

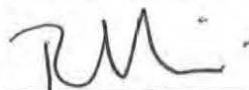
The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Cumberland ME on 2/23/15, 2015

Town/City, State

Date



Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

## NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

### THIS APPROVAL EXPIRES IN 60 DAYS.

#### FEE SCHEDULE

<b>Class I</b>	Spirituos, Vinous and Malt .....	\$ 900.00
	<b>CLASS I:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
<b>Class I-A</b>	Spirituos, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
	<b>CLASS I-A:</b> Hotels only that do not serve three meals a day.	
<b>Class II</b>	Spirituos Only .....	\$ 550.00
	<b>CLASS II:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
<b>Class III</b>	Vinous Only .....	\$ 220.00
	<b>CLASS III:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
<b>Class IV</b>	Malt Liquor Only .....	\$ 220.00
	<b>CLASS IV:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
<b>Class V</b>	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00
	<b>CLASS V:</b> Clubs without catering privileges.	
<b>Class X</b>	Spirituos, Vinous and Malt – Class A Lounge .....	\$2,200.00
	<b>CLASS X:</b> Class A Lounge	
<b>Class XI</b>	Spirituos, Vinous and Malt – Restaurant Lounge .....	\$1,500.00
	<b>CLASS XI:</b> Restaurant/Lounge; and OTB.	
<b>FILING FEE</b>	.....	\$ 10.00

**UNORGANIZED TERRITORIES** \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to the **Treasurer of Maine**. This application must be completed and mailed to Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 164 State House Station, Augusta ME 04333-0164. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.



STATE OF MAINE

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_ SS  
City/Town (County)

On: \_\_\_\_\_  
Date

The undersigned being: \_\_\_\_\_ Municipal Officers \_\_\_\_\_ County Commissioners \_\_\_\_\_ of the  
Unincorporated Place of \_\_\_\_\_, Maine \_\_\_\_\_ Plantation \_\_\_\_\_ Town \_\_\_\_\_ City \_\_\_\_\_

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
    - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
    - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
    - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]
  2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
    - A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c.45, Pt.A §4 (new).]
    - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A §4(new).]
    - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
    - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
    - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
    - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all license requirements and findings referred to in subsection 2.
    - A. [1993, c.730, §27 (rp).]
  4. **No license to person who moved to obtain a license. (REPEALED)**
  5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.





STATE OF MAINE  
Bureau of Alcoholic Beverages  
Division of Liquor Licensing and Enforcement

Supplemental Information Required for  
Business Entities Who Are Licensees

For Office Use Only:

License #: \_\_\_\_\_

Date Filed: \_\_\_\_\_

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

Doc's Cafe LLC

2. Other business name for your entity (DBA), if any:

Doc's Cafe & Marketplace

3. Date of filing with the Secretary of State: Jan 1, 2012

4. State in which you are formed: ME

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: \_\_\_\_\_

6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
Rebecca Williams	322 green rd N. Yarmouth 12 Hemlock Dr Cumberland	5/21/78	100

7. Is any principal person involved with the entity a law enforcement official?

Yes

☐

No

☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: \_\_\_\_\_ Agency: \_\_\_\_\_

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes

☐

No

☒

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: \_\_\_\_\_

Date of Conviction: \_\_\_\_\_

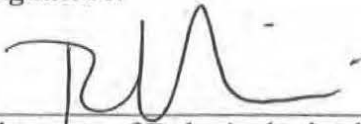
Offense: \_\_\_\_\_

Location of Conviction: \_\_\_\_\_

Disposition: \_\_\_\_\_

\_\_\_\_\_

Signature:



Signature of Duly Authorized Person

Date

2/24/15

Rebecca Williams

Print Name of Duly Authorized Person

---

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To:

Bureau of Alcoholic Beverages and Lottery Operations  
Division of Liquor Licensing and Enforcement  
164 State House Station  
Augusta, Me 04333-0101  
Telephone Inquiries: (207) 624-7220  
Fax: (207) 287-3424  
Email Inquiries: [MaineLiquor@Maine.gov](mailto:MaineLiquor@Maine.gov)

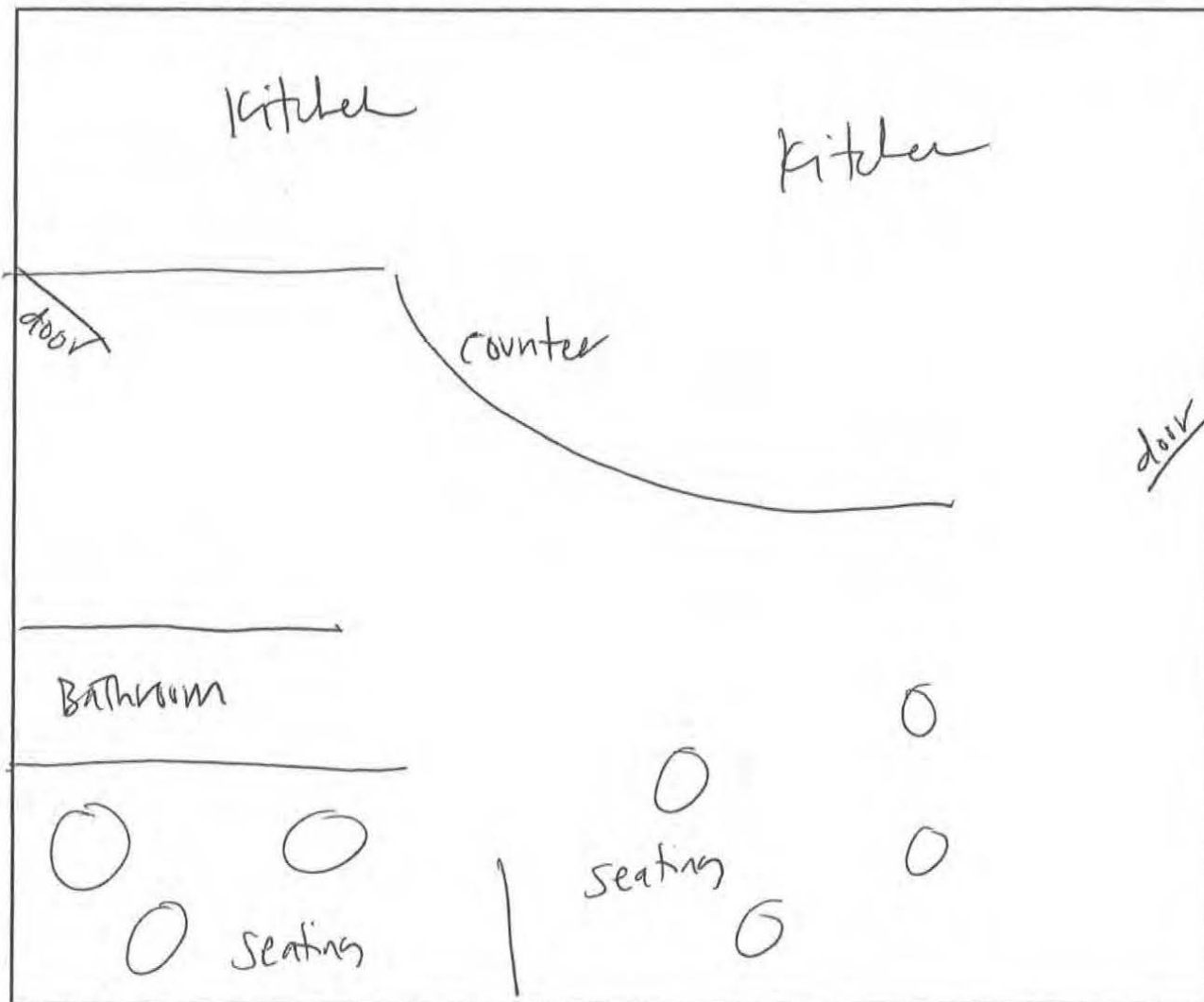


Bureau of Alcoholic Beverages  
Division of Liquor Licensing & Enforcement  
164 State House Station  
Augusta, ME 04330-0164  
Tel: (207) 624-7220 Fax: (207) 387-3424

## SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Division for liquor consumption.





# ITEM

## 15-054

To hold a Public Hearing to consider and act on a Mass Gathering Permit for Cumberland Youth Lacrosse Girls Tournament to be held at Twin Brook on May 16, 2015.

To: William Shane, Town Manager

From: Tammy O'Donnell, Town Clerk

Re: Cumberland Girls Youth Lacrosse Jamboree Mass Gathering Permit for Twin Brook Facility, May 16, 2015

Date: April 8, 2015

I will hold a meeting at 10:00 a.m., Wednesday, April 8, 2015, with Mr. Johnathan Becker, Representative for Youth Lacrosse, Peter Bingham, Recreation Program Director, Police Chief Charron, Lt. Calder, and Deputy Fire Chief Bernier.

I will review in detail the requirements of the Mass Gathering Ordinance. There will be a \$75.00 field set up fee for each field used, inclusive of paint fees. I will break down each of the additional requirements individually.

- The contact person for this event is Mr. Johnathan Becker. He can be reached at 347-9476.
- This event is sponsored by Cumberland Youth Lacrosse.
- The event will run from 7:30 a.m. to 6 p.m. Rain date will be May 17, 2015.
- A Certificate of Liability Insurance Form is attached.
- There will be approximately 26 teams, with an estimated 600 players and spectators.
- The concession stand will be open and run by the Lacrosse Boosters Club.
- Refuse containers will be available at the site. There are a sufficient number at the site now to handle this event. Event staff will monitor trash and empty as needed and at the close of the event.

- All transportation to the event will be via personal vehicles; no buses will transport participants. Eight volunteers will be assigned. The new Twin Brook parking fee will be in place for this event. The fee is \$2.00 per vehicle.

- There will be one Police Officer on duty for this event. The Police Chief will review this on a yearly basis. There will be 3 recreation staff employees on duty as well.

- There will be a dedicated EMT and paramedic on site with an ambulance.

- The organizers will provide two ways radios and cell phones for communication between parking attendants and personnel.

I believe that we have covered the requirements for the Mass Gathering Permit and I am confident that the Cumberland/ North Yarmouth Youth Lacrosse group will have another successful Jamboree.

Approximate costs for this event will be:

\$ 325.00 Police Coverage  
\$ 375.00 Field Set up fee  
\$ 124.00 Municipal Staff Day of the event  
\$ 485.00 EMS Coverage  
\$ 250.00 Mass Gathering fee  
\$1,300.00 Vehicle fee (650 x \$2.00)  
\$2,859.00 Total



## TOWN OF CUMBERLAND

Publication Dates: \_\_\_\_\_  
Publication Names: \_\_\_\_\_  
Date Filed: \_\_\_\_\_  
Fee Received: \_\_\_\_\_  
Date Ordinance Received: 3/1  
Issued: \_\_\_\_\_  
Denied: \_\_\_\_\_

### Mass Gathering Application-Minor Large Outdoor Event (500-4,999 persons)

This application **must be filed with the Town Clerk not less than 60 days** before the date of the event.  
Application must be accompanied by a non-refundable fee of **\$250.00**.

Name of Applicant: Cumberland Youth Lacrosse

Address of Applicant: 66 Schooner Ridge

Name of Event: CUMBERLAND LACROSSE GIRLS ROUND ROBIN

Facility where the event will be held: TWIN BROOK

Is the facility owned by the applicant: \_\_\_\_\_ yes; X no, (if no, attach a copy of the contract with  
The owner which allows use of property)

Name of promoter (if different from above): \_\_\_\_\_

Telephone number: 207-347-9476 (Johnathan Becker)

Date of Event: 5-16-15 Time (start and finish times): 7:30am - 6pm

Number of tickets available: \_\_\_\_\_ RAIN DATE 5-17-15

Expected attendance: 600

Description of event: GIRLS LACROSSE TOURNAMENT

Will any food vendors be serving at the event: X yes, \_\_\_\_\_ no, (if yes, how many, and  
what types) GREEK LACROSSE BOOSTER

Will any alcohol vendors be serving at the event? \_\_\_\_\_ yes, X no (if yes, list name and attach  
A copy of the vendors license to sell alcohol, describe what alcohol will be served) \_\_\_\_\_

Describe the three most recent outdoor performances of the group, performer, or event being proposed. Include location, date(s), number in attendance, promoter or sponsoring person or organization.

1. SAME TOURNAMENT AS IN PREVIOUS
2. \_\_\_\_\_
3. \_\_\_\_\_

**Description of facility:**

- A. Seating capacity: \_\_\_\_\_ permanent; X temporary
- B. Other seating capacity: \_\_\_\_\_ festival; X standing room only (sq. ft.)
- C. Number of toilets available: X permanent; \_\_\_\_\_ portable
- D. Number of parking spaces available: X on-site; \_\_\_\_\_ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours: \_\_\_\_\_ yes; \_\_\_\_\_ no, if no, which lots are not lighted \_\_\_\_\_)
- F. Source of potable water: AT FACILITY
- G. Refuse containers available, number and size: 10 - GARBAGE
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse) \_\_\_\_\_
- I. When will refuse be picked up? \_\_\_\_\_

**Public Safety:**

- J. Describe first aid facilities: CUMBERLAND FIRE
- K. Describe emergency facilities: \_\_\_\_\_
- L. Describe communication facilities: \_\_\_\_\_
- M. Number of certified police officers: CUMBERLAND POLICE
- N. Other security personnel (include company name and qualification): \_\_\_\_\_
- O. Describe fire personnel: \_\_\_\_\_

Other:

P. Name of liability insurance MARKEL INS.  
Amount of coverage \$1M; amount of property insurance ←

Q. Preferred type of performance guarantee (i.e. escrow account, irrevocable letter of credit)  
\_\_\_\_\_

  
Authorized Signature

On \_\_\_\_\_ (date), I received a copy of the Cumberland Mass Gathering Ordinance.

\_\_\_\_\_  
Authorized Signature



# ITEM

## 15-055

To hold a Public Hearing to consider and act on a Mass Gathering Permit for Cumberland Youth Lacrosse Boys Tournament to be held at Twin Brook on June 20, 2015.

To: William Shane, Town Manager

From: Tammy O'Donnell, Town Clerk

Re: Cumberland Boys Youth Lacrosse Jamboree Mass Gathering Permit for  
Twin Brook Facility, June 20, 2015

Date: April 8, 2015

I held a meeting at on, Wednesday, April 8, 2015, with Mr. Johnathan Becker, Representative for Youth Lacrosse, Peter Bingham, Recreation Program Director, Police Chief Charron, Lt. Calder, and Deputy Fire Chief Bernier.

I will review in detail the requirements of the Mass Gathering Ordinance. There will be a \$75.00 field set up fee for each field used, inclusive of paint fees. I will break down each of the additional requirements individually.

- The contact person for this event is Mr. Johnathan Becker. He can be reached at 347-9476.
- This event is sponsored by Cumberland Youth Lacrosse.
- The event will run from 7:30 a.m. to 6 p.m. Rain date will be June 21, 2015.
- A Certificate of Liability Insurance Form is attached.
- There will be approximately 26 teams, with an estimated 600 players and family members .
- The concession stand will be open and run by the Lacrosse Boosters Club.
- Refuse containers will be available at the site. There are a sufficient number at the site now to handle this event. Event staff will monitor trash and empty as needed and at the close of the event.

- All transportation to the event will be via personal vehicles; no buses will transport participants. Eight volunteers will be assigned. The new Twin Brook parking fee will be in place for this event. The fee is \$2.00 per vehicle.
- There will be one Police Officer on duty for this event. The Police Chief will review this on a yearly basis. There will be 3 recreation staff employees on duty as well.
- There will be a dedicated EMT and paramedic on site with an ambulance.
- The organizers will provide two ways radios and cell phones for communication between parking attendants and personnel.

I believe that we have covered the requirements for the Mass Gathering Permit and I am confident that the Cumberland/ North Yarmouth Youth Lacrosse group will have another successful Jamboree.

Approximate costs for this event will be:

\$ 325.00 Police Coverage  
 \$ 375.00 Field Set up fee  
 \$ 124.00 Municipal Staff Day of the event  
 \$ 485.00 EMS Coverage  
 \$ 250.00 Mass Gathering fee  
\$1,300.00 Vehicle fee (650 x \$2.00)  
 \$2,859.00 Total



## TOWN OF CUMBERLAND

Publication Dates: \_\_\_\_\_  
Publication Names: \_\_\_\_\_  
Date Filed: \_\_\_\_\_  
Fee Received: \_\_\_\_\_  
Date Ordinance Received: \_\_\_\_\_  
Issued: \_\_\_\_\_  
Denied: \_\_\_\_\_

### Mass Gathering Application-Minor Large Outdoor Event (500-4,999 persons)

This application must be filed with the Town Clerk not less than 60 days before the date of the event.  
Application must be accompanied by a non-refundable fee of \$250.00.

Name of Applicant: Cumberland Youth Lacrosse

Address of Applicant: 600 Schaner Ridge

Name of Event: CUMBERLAND LACROSSE BOYS JAMBOREE

Facility where the event will be held: Twin Brook

Is the facility owned by the applicant: \_\_\_\_\_ yes; ☒ no, (if no, attach a copy of the contract with  
The owner which allows use of property)

Name of promoter (if different from above): \_\_\_\_\_

Telephone number: 207 - 347 - 9476 (Jonathan Becker)

Date of Event: 6-20-15 Time (start and finish times): 7:30 AM - 6 PM

Number of tickets available: \_\_\_\_\_  
6-21-15 RAIN DATE

Expected attendance: 600

Description of event: Boys lacrosse tournament

Will any food vendors be serving at the event: ☒ yes, \_\_\_\_\_ no, (if yes, how many, and  
what types) GREET LACROSSE BOOSTERS

Will any alcohol vendors be serving at the event? \_\_\_\_\_ yes, ☒ no (if yes, list name and attach  
A copy of the vendors license to sell alcohol, describe what alcohol will be served) \_\_\_\_\_

Describe the three most recent outdoor performances of the group, performer, or event being proposed. Include location, date(s), number in attendance, promoter or sponsoring person or organization.

1. SAME TOURNAMENT EVERY YEAR = 600 people
2. \_\_\_\_\_
3. \_\_\_\_\_

**Description of facility:**

- A. Seating capacity: \_\_\_\_\_ permanent; X temporary
- B. Other seating capacity: \_\_\_\_\_ festival; X standing room only (sq. ft.)
- C. Number of toilets available: X permanent; \_\_\_\_\_ portable
- D. Number of parking spaces available: X on-site; \_\_\_\_\_ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours): \_\_\_\_\_ yes; \_\_\_\_\_ no, if no, which lots are not lighted \_\_\_\_\_
- F. Source of potable water: At Facility
- G. Refuse containers available, number and size: YES - 10  
(CARBIDE CANS)
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse)  
\_\_\_\_\_
- I. When will refuse be picked up? \_\_\_\_\_

**Public Safety:**

- J. Describe first aid facilities: Cum gratia FIRE
- K. Describe emergency facilities: \_\_\_\_\_
- L. Describe communication facilities: \_\_\_\_\_
- M. Number of certified police officers: \_\_\_\_\_
- N. Other security personnel (include company name and qualification): \_\_\_\_\_
- O. Describe fire personnel: \_\_\_\_\_

Other:

P. Name of liability insurance Bolliger - MARKEL Ins.  
Amount of coverage \$1M; amount of property insurance \$1,000,000

Q. Preferred type of performance guarantee (i.e. escrow account, irrevocable letter of credit)

\_\_\_\_\_

  
Authorized Signature

On \_\_\_\_\_ (date), I received a copy of the Cumberland Mass Gathering Ordinance.

\_\_\_\_\_  
Authorized Signature





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BOLLINGER, Inc. 101 JFK PARKWAY SHORT HILLS, NJ 07078 PHONE: 1-800-446-5311 FAX: 973-921-2878	<b>CONTACT NAME:</b>	
	<b>PHONE:</b> (A/C, No. Ext): 800-446-5311	<b>FAX:</b> (A/C, No.): 973-921-2878
<b>INSURED</b> US Lacrosse, Inc. 113 West University Parkway Baltimore MD 21210 Re: Cumberland/Maine Youth Lacrosse/Maine Chapter	<b>C-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Market Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			8502AH221369	01/01/2015	01/01/2016	<b>EACH OCCURRENCE</b> \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						<b>DAMAGE TO RENTED PREMISES</b> (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						<b>MED EXP</b> (Any one person) \$5,000
	<input checked="" type="checkbox"/> Participants Lib						<b>PERSONAL &amp; ADV INJURY</b> \$1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						<b>GENERAL AGGREGATE</b> \$5,000,000
							<b>PRODUCTS - COMP/PROP AGG</b> \$2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b>						<b>COMBINED SINGLE LIMIT</b> (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						<b>BODILY INJURY</b> (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						<b>BODILY INJURY</b> (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						<b>PROPERTY DAMAGE</b> (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			4602AH221370	01/01/2015	01/01/2016	<b>EACH OCCURRENCE</b> \$1,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>						<b>AGGREGATE</b> \$1,000,000
	<input type="checkbox"/> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						\$
	<input checked="" type="checkbox"/> <b>OCCUR</b>						
	<input type="checkbox"/> <b>CLAIMS MADE</b>						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> \$
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<b>EL - EACH ACCIDENT</b> \$
							<b>EL - DISEASE - EA EMPLOYEE</b> \$
							<b>EL - DISEASE - POLICY LIMIT</b> \$
A	<b>Accident Medical</b>			4102AH025220	01/01/2015	01/01/2016	Accident Limit: \$100,000
	<b>Catastrophic Acc</b>			4102AH305882	01/01/2015	01/01/2016	Catastrophic Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage applies to teams/leagues comprised of 100% US Lacrosse members participants during scheduled and supervised Lacrosse activities

**CERTIFICATE HOLDER****CANCELLATION**Town of Cumberland  
1 Cumberland Center  
Cumberland, ME 04102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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I certify that the team, league, or event on whose behalf I am requesting this certificate mandates 100% membership in US Lacrosse. In addition, I have verified our team's or league's events roster and all participants are currently registered members of US Lacrosse.

I certify that this is true and I understand that liability coverage is only extended to our team, league, or event if all participants are current members of US Lacrosse. Further, I acknowledge by clicking on this box that event liability claims may be denied for coverage if our team/league/event is not 100% registered with US Lacrosse.

Name: Jonathan Becker

Organization: Cumberland/Maine Youth Lacrosse/Maine Chapter

Date: 03/11/2015

# ITEM

## 15-056

To hold a Public Hearing to consider and act on a Mass Gathering Permit for Girls On the Run to be held on June 7<sup>th</sup> at the Cumberland Fairgrounds.



## MEMORANDUM

To: William Shane, Town Manager  
From: Tamara O'Donnell, Town Clerk  
Re: Girls on the Run-Maine

I held a meeting at 9:00 a.m., on Monday, April 1, 2015, Police Chief Charron, Cumberland Farmer's Club Treasurer Gerry Prevost, and Deputy Fire Chief Evariste Bernier.

I reviewed in detail the requirements of the Mass Gathering Ordinance with Mr. Prevost. The following represents our mutual understanding:

- This event is a 5K race for girls grades 3-5 and their families and supporters.
- Exact attendance levels are unknown, however, it is estimated to be between 500-1000.
- Chief Charron and Deputy Chief Bernier both feel that it is unnecessary to have dedicated coverage at this event, however, will have staff aware of the event.
- No admittance or parking fee will be charged, and all parking will be on the fairgrounds. Volunteers from the Cumberland Farmer's Club will be handling the parking.
- The event will be held Sunday, June 7, 2015.
- The hours are 7 a.m.-1 p.m.
- Communication between parties will be by two way radio and cell phone.
- Anita Andersen will conduct inspections.
- A copy of the event insurance coverage is attached to the application.

The Town fees for this event are listed below:

\$250.00	-	Mass Gathering Fee
----------	---	--------------------

I believe we have covered all areas related to the Mass Gathering Permit application. It is my hope that this event will be very successful and well managed. I hope the weather cooperates and they have a wonderful turnout. Thank you.

## TOWN OF CUMBERLAND

Publication Dates: \_\_\_\_\_  
Publication Names: \_\_\_\_\_  
Date Filed: \_\_\_\_\_  
Fee Received: \_\_\_\_\_  
Date Ordinance Received: \_\_\_\_\_  
Issued: \_\_\_\_\_  
Denied: \_\_\_\_\_

### Mass Gathering Application-Minor Large Outdoor Event (500-4,999 persons)

This application must be filed with the Town Clerk not less than 60 days before the date of the event.  
Application must be accompanied by a non-refundable fee of \$250.00.

Name of Applicant: Girls on the Run - Maine

Address of Applicant: 980 Forest Ave. Suite 206 Por

Name of Event: Girls on the Run - Maine 5K

Facility where the event will be held: Cumberland Co. Fairgrounds

Is the facility owned by the applicant: \_\_\_\_\_ yes; ☒ no, (if no, attach a copy of the contract with  
The owner which allows use of property)

Name of promoter (if different from above): \_\_\_\_\_

Telephone number: 207-747-5677 office 207-653-8621 cell

Date of Event: 6/8/2015 Time (start and finish times): 7AM - 1 PM  
guests arrive at 8:45AM

Number of tickets available: \_\_\_\_\_

Expected attendance: 1,000 + 500 Parents

Description of event: 5K race for girls grades 3-5  
and their families and supporters.

Will any food vendors be serving at the event: ☒ yes, \_\_\_\_\_ no, (if yes, how many, and  
what types) 3-4 selling pre-made packaged goods.

No cooking on site.

Will any alcohol vendors be serving at the event? \_\_\_\_\_ yes, ☒ no (if yes, list name and attach  
A copy of the vendors license to sell alcohol, describe what alcohol will be served) \_\_\_\_\_

Describe the three most recent outdoor performances of the group, performer, or event being proposed. Include location, date(s), number in attendance, promoter or sponsoring person or organization.

1. Deering Oaks Park - Spring 5K - June 7, 2013 500 ppl
2. Pineland Farms - Fall 5K - Nov. 17, 2013 500 ppl
3. \_\_\_\_\_

Description of facility: outdoors Event

- A. Seating capacity: \_\_\_\_\_ permanent; \_\_\_\_\_ temporary
- B. Other seating capacity: \_\_\_\_\_ festival; \_\_\_\_\_ standing room only (sq. ft.)
- C. Number of toilets available: \_\_\_\_\_ permanent; \_\_\_\_\_ portable
- D. Number of parking spaces available: 500 on-site; \_\_\_\_\_ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours: ☒ yes; \_\_\_\_\_ no, if no, which lots are not lighted \_\_\_\_\_)
- F. Source of potable water: Public
- G. Refuse containers available, number and size: Triano
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse): Cumberland Farmers Club 10 yds
- I. When will refuse be picked up? After the event

**Public Safety:**

- J. Describe first aid facilities: First Aid tent / highly trained medical staff / volunteers on staff
- K. Describe emergency facilities: \_\_\_\_\_
- L. Describe communication facilities: \_\_\_\_\_
- M. Number of certified police officers: 2
- N. Other security personnel (include company name and qualification): \_\_\_\_\_
- O. Describe fire personnel: \_\_\_\_\_



Other:

- P. Name of liability insurance Philadelphia Indemnity Ins. Co.  
Amount of coverage \$1,000,000; amount of property insurance \$100,000
- Q. Preferred type of performance guarantee (i.e. escrow account, irrevocable letter of credit)  
\_\_\_\_\_

Erin A. Carl

Authorized Signature

On \_\_\_\_\_ (date), I received a copy of the Cumberland Mass Gathering Ordinance.

\_\_\_\_\_  
Authorized Signature



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Trinity Consulting PO Box 471308 Charlotte NC 28247	<b>CONTACT NAME:</b> Debbie Chiappone <b>PHONE (A/C, No, Ext):</b> 704-464-0847 <b>E-MAIL ADDRESS:</b> DChiappone@trinityconsulting.net <b>FAX (A/C, No):</b> 704-973-9501
<b>INSURED</b> Girls on the Run-Maine 980 Forest Ave. Portland ME 04101	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Ins. Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>NAIC #</b> 18058	

## COVERAGES

CERTIFICATE NUMBER: 776536704

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation <input checked="" type="checkbox"/> Special Events GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y		PHPK1280094	2/1/2015	2/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1280094	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB486663	2/1/2015	2/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: GOTR 5k event at Cumberland Fairgrounds - Cumberland Farmers Club is additional insureds regarding general liability for operations of the insured as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Cumberland Farmers Club  
c/o Gerry Prevost  
39 Samuel Rd  
Portland ME 04103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*A. H. Wise*

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# ITEM

## 15-057

To hold a Public Hearing to consider and act on a Mass Gathering Permit for The Chickadee Classic Dog Show to be held June 16<sup>th</sup> – June 21<sup>st</sup> at the Cumberland Fairgrounds.



## MEMORANDUM

To: William Shane, Town Manager

From: Tamara O'Donnell, Town Clerk

Re: Chickadee Classic Dog Show (formerly Penobscot Valley Dog Show)

I held a meeting at 9:00 a.m., on Wednesday, April 1, 2015, with Cumberland Farmer's Club Treasurer Gerry Prevost, Chief Joe Charron, and Deputy Fire Chief Bernier.

I reviewed in detail the requirements of the Mass Gathering Ordinance with Mr. Prevost. The following represents our mutual understanding:

- Certificate of Insurance attached.
- The event will run for four days this year, June 16th thru June 21st. The gates will be open from 8 a.m.-5 p.m. The 16th will be a set up day for the event.
- There will be fee of \$3.00 per car at the gate. Vehicles will be entering through the East Gate entrance to the parking area.
- No parking fee will be charged.
- Trash collection will be by Toriano Waste Company. Trash barrels will be provided and dumped daily by the Cumberland Farmers Club.
- Attendance levels are expected to be approximately 500 per day. As a result, Police Chief Charron and Fire Chief Small do not require a presence of Police on site or to have an ambulance dedicated to the event. Both departments will be on call and staff appropriately. The event will be reviewed yearly by the Police Department and the Fire Department.
- Communication by parties will be by cell phone and radio.
- The food will be handled by the Cumberland Fairgrounds.
- There will be four portable restrooms available.

The Mass Gathering Permit fee of \$250.00 has been received by the Town. There will not be any additional fees unless Police presence or Fire presence is necessary. Fess for the event are as follows:

I believe we have covered all areas related to the Mass Gathering Permit application. I anticipate that this event will be very successful and well managed. I hope the weather cooperates, and they have a wonderful turnout. Thank you.

## TOWN OF CUMBERLAND

Publication Dates: \_\_\_\_\_  
Publication Names: \_\_\_\_\_  
Date Filed: \_\_\_\_\_  
Fee Received: \_\_\_\_\_  
Date Ordinance Received: \_\_\_\_\_  
Issued: \_\_\_\_\_  
Denied: \_\_\_\_\_

### Mass Gathering Application-Minor Large Outdoor Event (500-4,999 persons)

This application must be filed with the Town Clerk not less than 60 days before the date of the event.  
Application must be accompanied by a non-refundable fee of \$250.00.

Name of Applicant: Penobscot Valley Kennel Club  
Address of Applicant: 22 Norman D Lane, Eddington, Me 04428

Name of Event: Classic Dog Shows

Facility where the event will be held: Cumberland Farmers Club

Is the facility owned by the applicant: \_\_\_\_\_ yes; ☒ no, (if no, attach a copy of the contract with  
The owner which allows use of property)

Name of promoter (if different from above): \_\_\_\_\_

Telephone number: 843-6362

Date of Event: 6/16, 17, 18, 19, 20, 21 <sup>(Set up)</sup> Time (start and finish times): 6 AM 7 PM

Number of tickets available: 700 Daily

Expected attendance: 700 Daily

Description of event: dog shows, breed, obedience, Rally Trails

Will any food vendors be serving at the event: \_\_\_\_\_ yes, ☒ no, (if yes, how many, and  
what types) Fat Boys - state lic.

Will any alcohol vendors be serving at the event? No yes, \_\_\_\_\_ no (if yes, list name and attach  
A copy of the vendors license to sell alcohol, describe what alcohol will be served) \_\_\_\_\_

Describe the three most recent outdoor performances of the group, performer, or event being proposed. Include location, date(s), number in attendance, promoter or sponsoring person or organization.

1. Cumberland Show 2014 500,
2. " " 2013 500,
3. " " 2012 500,

Description of facility: Camping area, Pulling arena, - bathrooms

- A. Seating capacity: 700 permanent; \_\_\_\_\_ temporary
- B. Other seating capacity: \_\_\_\_\_ festival; \_\_\_\_\_ standing room only (sq. ft.)
- C. Number of toilets available: 4 permanent; 4 portable
- D. Number of parking spaces available: 500+ on-site; 500+ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours: ✓ yes; \_\_\_\_\_ no, if no, which lots are not lighted \_\_\_\_\_
- F. Source of potable water: Public water
- G. Refuse containers available, number and size: Triano - 30yds
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse) Triano -
- I. When will refuse be picked up? Daily Removal / Farmer Club Pick-up

**Public Safety:**


- J. Describe first aid facilities: On call (2 Individual in club EMT's
- K. Describe emergency facilities: Public - Cumberland Rescue
- L. Describe communication facilities: Radio - Cell Phone's
- M. Number of certified police officers: On call Cumberland Police
- N. Other security personnel (include company name and qualification): CFC
- O. Describe fire personnel: Cumberland Fire-Rescue



**Other:**

P. Name of liability insurance Gerry will send to Tammy  
Amount of coverage \_\_\_\_\_; amount of property insurance \_\_\_\_\_

Q. Preferred type of performance guarantee (i.e. escrow account, irrevocable letter of credit)  
\_\_\_\_\_

  
\_\_\_\_\_  
Authorized Signature

On \_\_\_\_\_ (date), I received a copy of the Cumberland Mass Gathering Ordinance.

\_\_\_\_\_  
Authorized Signature

**THE HANOVER INSURANCE COMPANY**

The Hanover Insurance Company, 100 North Parkway, Worcester, MA 01605  
Commercial Lines Policy  
Declaration

POLICY NUMBER	FROM	POLICY PERIOD TO	COVERAGE IS PROVIDED IN THE	AGENCY CODE
RHSA193554 00	5/8/2014	5/8/2015	The Hanover Insurance Company	55-2240
NAMED INSURED AND ADDRESS			AGENT	
Penobscot Valley Kennel Club 10 University Place  Orono, ME 04473			Sportsmen's Insurance Agency Plan P.O. Box 799 170 E. Broadway Street Cape Vincent, NY 13618-0799	

Policy Period: From: 5/8/2014 To: 5/8/2015  
At 12:01 a.m. Standard Time at your mailing address shown above.

It is hereby agreed that the policy is renewed with the following changes:

None

In return for the payment of the premium, and subject to all the terms of this policy, unless otherwise specified, the above numbered policy is renewed for the term shown above.

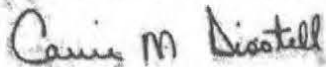
This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

Commercial General Liability Coverage	\$800.00
Terrorism Coverage	EXCLUDED
Commercial Automobile Coverage	EXCLUDED
Commercial Inland Marine Coverage	INCLUDED
Total Premium	\$800.00

Forms applicable on renewal are detailed by policy level and coverage part.

Forms applicable at renewal: Forms as per master policy RHS 9828667 18  
General Liability Coverage Part:

Forms deleted on renewal: None



Authorized Representative

Form No. 401-0023A 4/90

Issued 5/9/2014

**THE HANOVER INSURANCE COMPANY**

The Hanover Insurance Company, 100 North Parkway, Worcester, MA 01605  
Commercial Lines Policy  
Declaration

POLICY NUMBER	FROM	POLICY PERIOD TO	COVERAGE IS PROVIDED IN THE	AGENCY CODE
RHSA193554 00	5/8/2014	5/8/2015	The Hanover Insurance Company	55-2240
NAMED INSURED AND ADDRESS			AGENT	
Penobscot Valley Kennel Club 10 University Place  Orono, ME 04473			Sportsmen's Insurance Agency Plan P.O. Box 799 170 E. Broadway Street Cape Vincent, NY 13618-0799	

## Limits of Insurance:

General Aggregate Limit:	\$2,000,000.00
Products – Completed Operations Aggregate Limit:	Included
Each Occurrence Limit:	\$1,000,000.00
Personal and Advertising Injury Limit:	\$1,000,000.00
Fire Damage Limit, Any One Fire:	\$100,000.00
Medical Expense Limit, Any One Person:	\$5,000.00
Miscellaneous Club Owned Equipment – Inland Marine	\$5,000.00

\$250 Inland Marine Deductible

Tattoo Coverage (Included)

Total Advance Commercial General Liability Premium: \$800.00

Forms applicable to Commercial General Liability:  
Forms as per master policy RHS 9828667

Endorsements applicable to this policy:

Form No. 401-0023A 4/90

Issued: 5/9/2014



# ITEM 15-058

To appoint members to vacant seats on boards and committees.

**TOWN OF CUMBERLAND**  
**APPLICATION FOR MEMBERSHIP TO A TOWN BOARD OR COMMITTEE**



I AM INTERESTED IN SERVING ON THE FOLLOWING BOARD(S) OR COMMITTEE(S):

- |   |  |
|---|--|
| <input type="checkbox"/> BOARD OF ADJUSTMENT & APPEALS    | <input type="checkbox"/> PRINCE MEMORIAL LIBRARY ADVISORY BD.      |
| <input type="checkbox"/> BOARD OF ASSESSMENT REVIEW       | <input type="checkbox"/> LANDS & CONSERVATION COMM.                |
| <input type="checkbox"/> BOARD OF SEWER APPEALS           | <input type="checkbox"/> PLANNING BOARD                            |
| <input type="checkbox"/> PERSONNEL APPEALS BOARD          | <input type="checkbox"/> RECREATION/COMMUNITY ED<br>ADVISORY BOARD |
| <input type="checkbox"/> COASTAL WATERS COMMISSION        | <input checked="" type="checkbox"/> AGING IN PLACE COMMITTEE       |
| <input type="checkbox"/> CUMBERLAND HOUSING AUTHORITY     | <input type="checkbox"/> OCEAN ACCESS COMMITTEE                    |
| <input type="checkbox"/> RINES FOREST ADVISORY COMM       | <input type="checkbox"/> SHELLFISH CONSERVATION COMM.              |
| <input type="checkbox"/> TWIN BROOK ADVISORY COMM         | <input type="checkbox"/> VAL HALLA BOARD OF TRUSTEES               |
| <input type="checkbox"/> VOTER REGISTRATION APPEALS BOARD |  |

PLEASE PRINT or TYPE

NAME: Lisa Crowley  
ADDRESS: 48 Newell Ridge Rd CITY/STATE/ZIP Cumberland ME 04021  
TELEPHONE: Home: 829-8196 Work: (207) 415-5606 Cell: (207) 415-5606  
EMAIL ADDRESS: lisacrowley.slp@gmail.com

PLEASE TELL US WHY YOU ARE INTERESTED IN SERVING ON THE BOARD (S) OR COMMITTEE(S) YOU HAVE SELECTED? DO YOU HAVE ANY SPECIAL TRAINING OR SKILLS IN THIS AREA?

I have been working as a speech therapist with a specialty in older adults since 1995. I've worked in acute care, outpatient, rehab & homehealth so I'm familiar with the challenges of my patients in their desire to stay home. Currently, I'm working per diem at mercy so I have time to be the transportation coordinator

ARE YOU AVAILABLE FOR EVENING MEETINGS? Yes

DATE: 4/10/15 SIGNATURE: Lisa Crowley MA, CCC-SLP

**Note:** Thank you for your interest in serving the Town of Cumberland. This application will be kept on file for one year. You may be asked to attend a brief interview meeting with a subcommittee of the Town Council prior to your appointment when committee vacancies occur. Please return this form to the Town of Cumberland Administration Office at 290 Tuttle Road, Cumberland, ME 04021.

\_\_\_\_\_  
Town of Cumberland Use Only

Date Application Received/Posted \_\_\_\_\_

Interview Date \_\_\_\_\_

Committee/Board Nominated/Approved \_\_\_\_\_

Term Expiration \_\_\_\_\_



**TOWN OF CUMBERLAND  
APPLICATION FOR MEMBERSHIP TO A TOWN BOARD OR COMMITTEE**



I AM INTERESTED IN SERVING ON THE FOLLOWING BOARD(S) OR COMMITTEE(S):

- |   |  |
|---|--|
| <input type="checkbox"/> BOARD OF ADJUSTMENT & APPEALS    | <input type="checkbox"/> PRINCE MEMORIAL LIBRARY<br>ADVISORY BD.   |
| <input type="checkbox"/> BOARD OF ASSESSMENT REVIEW       | <input type="checkbox"/> LANDS & CONSERVATION COMM.                |
| <input type="checkbox"/> BOARD OF SEWER APPEALS           | <input type="checkbox"/> PLANNING BOARD                            |
| <input type="checkbox"/> PERSONNEL APPEALS BOARD          | <input type="checkbox"/> RECREATION/COMMUNITY ED<br>ADVISORY BOARD |
| <input type="checkbox"/> COASTAL WATERS COMMISSION        | <input checked="" type="checkbox"/> AGING IN PLACE COMMITTEE       |
| <input type="checkbox"/> CUMBERLAND HOUSING AUTHORITY     | <input type="checkbox"/> OCEAN ACCESS COMMITTEE                    |
| <input type="checkbox"/> RINES FOREST ADVISORY COMM       | <input type="checkbox"/> SHELLFISH CONSERVATION COMM.              |
| <input type="checkbox"/> TWIN BROOK ADVISORY COMM         | <input type="checkbox"/> VAL HALLA BOARD OF TRUSTEES               |
| <input type="checkbox"/> VOTER REGISTRATION APPEALS BOARD |  |

PLEASE PRINT or TYPE

NAME: Jennifer L. Freeman

ADDRESS: 50A Stockholm Drive CITY/STATE/ZIP Cumberland Ctr.

TELEPHONE: Home: — Work: — Cell: (207) 274-0532

EMAIL ADDRESS: freemanjl70@live.com

PLEASE TELL US WHY YOU ARE INTERESTED IN SERVING ON THE BOARD (S) OR COMMITTEE(S) YOU HAVE SELECTED? DO YOU HAVE ANY SPECIAL TRAINING OR SKILLS IN THIS AREA?

It is my area of interest and studies, I want to be a part and do what I can to be a part in seeing Aging in Place succeed.

ARE YOU AVAILABLE FOR EVENING MEETINGS? Yes

DATE: April 28, 2015 SIGNATURE: Jennifer L. Freeman

**Note:** Thank you for your interest in serving the Town of Cumberland. This application will be kept on file for one year. You may be asked to attend a brief interview meeting with a subcommittee of the Town Council prior to your appointment when committee vacancies occur. Please return this form to the Town of Cumberland Administration Office at 290 Tuttle Road, Cumberland, ME 04021.

-----Town of Cumberland Use Only-----



**TOWN OF CUMBERLAND**  
**APPLICATION FOR MEMBERSHIP TO A TOWN BOARD OR COMMITTEE**



I AM INTERESTED IN SERVING ON THE FOLLOWING BOARD(S) OR COMMITTEE(S):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> BOARD OF ADJUSTMENT & APPEALS | <input type="checkbox"/> PRINCE MEMORIAL LIBRARY<br>ADVISORY BOARD   |
| <input type="checkbox"/> BOARD OF ASSESSMENT REVIEW               | <input type="checkbox"/> LANDS & CONSERVATION<br>COMMISSION          |
| <input type="checkbox"/> BOARD OF SEWER APPEALS                   | <input type="checkbox"/> PERSONNEL APPEALS BOARD                     |
| <input type="checkbox"/> PLANNING BOARD                           | <input type="checkbox"/> RECREATION/ COMMUNITY ED<br>ADVISORY BOARD  |
| <input type="checkbox"/> COASTAL WATERS COMMISSION                | <input type="checkbox"/> RTE 88 BIKE/PED COMMITTEE                   |
| <input type="checkbox"/> DOANE PROPERTY DEV. COMMITTEE            | <input type="checkbox"/> SHELLFISH CONSERVATION<br>COMMISSION        |
| <input type="checkbox"/> CUMBERLAND HOUSING AUTHORITY             | <input type="checkbox"/> VAL HALLA & REC CENTER<br>BOARD OF TRUSTEES |
| <input type="checkbox"/> RINES FOREST ADVISORY COMM               | <input type="checkbox"/> VETERANS MONUMENT COMMITTEE                 |
| <input type="checkbox"/> TWIN BROOK ADVISORY COMM                 | <input type="checkbox"/> VILLAGE CENTER COMMITTEE                    |
| <input type="checkbox"/> GREELY SCHOLARSHIP COMM                  |  |
| <input type="checkbox"/> COOL CITIES COMMITTEE                    |  |
| <input type="checkbox"/> COMPREHENSIVE PLAN COMMITTEE             |  |

PLEASE PRINT or TYPE

NAME: Amanda H. Vigue  
ADDRESS: 109 Foreside Rd CITY/STATE/ZIP Cumberland, ME  
TELEPHONE: Home: 899-2185 Work: \_\_\_\_\_ Cell: 232-8214  
EMAIL ADDRESS: amanda\_vigue@yahoo w: amanda@portsidereg.com

PLEASE TELL US WHY YOU ARE INTERESTED IN SERVING ON THE BOARD (S) OR COMMITTEE(S) YOU HAVE SELECTED? DO YOU HAVE ANY SPECIAL TRAINING OR SKILLS IN THIS AREA?

I am interested in the Board of adjustments and  
appeals because I have dealt with these situations  
in my career as a Realtor.

ARE YOU AVAILABLE FOR EVENING MEETINGS? yes

DATE: 3/30/15 SIGNATURE: Amanda H. Vigue

**Note:** Thank you for your interest in serving the Town of Cumberland. This application will be kept on file for one year. You may be asked to attend a brief interview meeting with a subcommittee of the Town Council prior to your appointment when committee vacancies occur. Please return this form to the Town of Cumberland Administration Office at 290 Tuttle Road, Cumberland, ME 04021.

-----Town of Cumberland Use Only-----

Date Application Received/Posted \_\_\_\_\_ Interview Date \_\_\_\_\_  
Committee/Board Nominated/Approved \_\_\_\_\_ Term Expiration \_\_\_\_\_

# ITEM

## 15-059

To set a Public Hearing date (May 11<sup>th</sup>) to consider and act on a  
Liquor License application for The Golf Learning  
Center.

**BUREAU OF ALCOHOLIC BEVERAGES  
DIVISION OF LIQUOR LICENSING & ENFORCEMENT  
8 STATE HOUSE STATION  
AUGUSTA, ME 04333-0008**



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

**DEPARTMENT USE ONLY**

**LICENSE NUMBER:**

**CLASS:**

**DEPOSIT DATE**

**AMT. DEPOSITED:**

**BY:**

**CK/MO/CASH:**

**PRESENT LICENSE EXPIRES**

4/13/15

**INDICATE TYPE OF PRIVILEGE:** ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

**INDICATE TYPE OF LICENSE:**

☒ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER:

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

<b>1. APPLICANT(S)</b> —(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>ESPY MANAGEMENT LLC</u> <b>DOB:</b>			<b>2. Business Name (D/B/A)</b> <u>GOLF LEARNING CENTER</u>		
<b>CEO:</b> <u>PATRICK BADCOCK</u> <b>DOB:</b> <u>3/17/71</u>					
<b>OTHER:</b> <u>SUSAN BADCOCK</u> <b>DOB:</b> <u>3/3/70</u>			<b>Location (Street Address)</b> <u>147 BRUCE HILL ROAD</u>		
<b>Address</b> <u>P.O. BOX 541</u>			<b>City/Town</b> <u>CUMBERLAND</u> <b>State</b> <u>ME</u> <b>Zip Code</b> <u>04021</u>		
			<b>Mailing Address</b> <u>P.O. BOX 541</u>		
<b>City/Town</b> <u>CUMBERLAND</u>	<b>State</b> <u>ME</u>	<b>Zip Code</b> <u>04021</u>	<b>City/Town</b> <u>CUMBERLAND</u>	<b>State</b> <u>ME</u>	<b>Zip Code</b> <u>04021</u>
<b>Telephone Number</b> <u>207-321-9894</u>		<b>Fax Number</b>	<b>Business Telephone Number</b> <u>207-829-9116</u>		<b>Fax Number</b> <u>SAME</u>
<b>Federal I.D. #</b> <u>26-1691838</u>			<b>Seller Certificate #</b> <u>1150450</u>		

3. If premises is a hotel, indicate number of rooms available for transient guests: N/A

4. State amount of gross income from period of last license: ROOMS \$ N/A FOOD \$ 2479.39 LIQUOR \$ 1442.16

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒



7. If manager is to be employed, give name: N/A

8. If business is NEW or under new ownership, indicate starting date: N/A

Requested inspection date: \_\_\_\_\_ Business hours: \_\_\_\_\_

9. Business records are located at: 147 BRUCE HILL ROAD, CUMBERLAND, ME 04021

10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
PATRICK BADCOCK	3/17/71	NEWTON ABBOT, ENGLAND
SUSAN BADCOCK (MACDONALD)	3/3/70	SANFORD, ME

Residence address on all of the above for previous 5 years (Limit answer to city & state)

PATRICK BADCOCK & SUSAN BADCOCK SAME ADDRESS'S BELOW.

24 ISLAND AVE, CUMBERLAND, ME 04021 2009-2013 • 147 BRUCE HILL RD, CUMBERLAND, ME 04021 2013-PRESENT

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☒ NO ☐

Name: PATRICK BADCOCK Date of Conviction: 11/17/11

Offense: OVI Location: CUMBERLAND

Disposition: 11/17/11 CUMBERLAND COUNTY COURT, PORTLAND, ME

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?  
Yes ☐ No ☒ If Yes, give name: \_\_\_\_\_

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

16. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: ELAINE CLODSOE,  
228 GREENY ROAD, CUMBERLAND, ME 04021

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) 900 sq ft building, ground floor only, at Driving Range facility (15 acres). Building includes Golf Shop, Restaurant area and outside seats

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES ☒ NO ☐ Applied for: \_\_\_\_\_

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 2.0 miles Which of the above is nearest? CHURCH

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒

If YES, give details: \_\_\_\_\_

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

**NOTE:** "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: CUMBERLAND, ME on APRIL 11<sup>TH</sup>, 20 15  
Town/City, State Date

Patrick Badcock  
Signature of Applicant or Corporate Officer(s)  
PATRICK BADCOCK  
Print Name

Please sign in blue ink

Susan Badcock  
Signature of Applicant or Corporate Officer(s)  
SUSAN BADCOCK  
Print Name

### NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

**THIS APPROVAL EXPIRES IN 60 DAYS.**

### FEE SCHEDULE

<b>Class I</b>	Spirituos, Vinous and Malt .....	\$ 900.00
	<b>CLASS I:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
<b>Class I-A</b>	Spirituos, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
	<b>CLASS I-A:</b> Hotels only that do not serve three meals a day.	
<b>Class II</b>	Spirituos Only .....	\$ 550.00
	<b>CLASS II:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
<b>Class III</b>	Vinous Only .....	\$ 220.00
	<b>CLASS III:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
<b>Class IV</b>	Malt Liquor Only .....	\$ 220.00
	<b>CLASS IV:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
<b>Class V</b>	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00
	<b>CLASS V:</b> Clubs without catering privileges.	
<b>Class X</b>	Spirituos, Vinous and Malt – Class A Lounge .....	\$2,200.00
	<b>CLASS X:</b> Class A Lounge	
<b>Class XI</b>	Spirituos, Vinous and Malt – Restaurant Lounge .....	\$1,500.00
	<b>CLASS XI:</b> Restaurant/Lounge; and OTB.	
<b>FILING FEE</b>	.....	\$ 10.00

**UNORGANIZED TERRITORIES** \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

-\$450

All fees must accompany application, made payable to the **Treasurer of Maine**. This application must be completed and mail to Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Static Augusta ME 04333-0008. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

---





**State of Maine**  
**Bureau of Alcoholic Beverages**  
**Division of Liquor Licensing and Enforcement**

**Supplemental Information Required for  
Business Entities Who Are Licensees**

**For Office Use Only:**

License #: \_\_\_\_\_

Date Filed: \_\_\_\_\_

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

ESPY MANAGEMENT LLC

2. Other business name for your entity (DBA), if any:

GOLF LEARNING CENTER

3. Date of filing with the Secretary of State: 8/27/2007

4. State in which you are formed: MAINE

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: \_\_\_\_\_

6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years BOTH THE SAME ADDRESS	Date of Birth	Ownership %
PATRICK BADCOCK	PRESENT: 147 BRUCE HILL ROAD CUMBERLAND, ME 04021	3/17/71	N/A
SUSAN BADCOCK	PREVIOUS: 24 ISLAND AVE CUMBERLAND, ME 04021	3/3/70	N/A

7. Is any principal person involved with the entity a law enforcement official?

Yes

☐

No

☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: \_\_\_\_\_ Agency: \_\_\_\_\_

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☒ No ☐

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: PATRICK BADCOCK

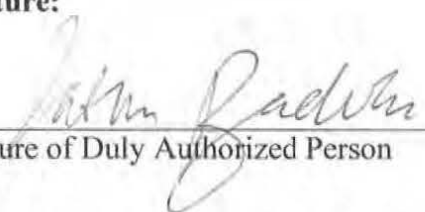
Date of Conviction: 11/17/11

Offense: OUI 6/18/11

Location of Conviction: CUMBERLAND, ME

Disposition: 11/17/11 CUMBERLAND COUNTY COURT, PORTLAND, ME

Signature:

  
Signature of Duly Authorized Person

2/13/14  
Date

PATRICK BADCOCK  
Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To:

Bureau of Alcoholic Beverages and Lottery  
Operations Division of Liquor Licensing Enforcement  
8 State House Station Augusta, Me 04333-0008  
Telephone Inquiries: (207) 624-7220  
Fax: (207) 287-3434  
Email Inquiries: [MaineLiquor@Maine.gov](mailto:MaineLiquor@Maine.gov)

**STATE OF MAINE**

Dated at: CUMBERLAND, Maine CUMBERLAND ss  
City/Town (County)

On: \_\_\_\_\_  
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the  
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: CUMBERLAND, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

**THIS APPROVAL EXPIRES IN 60 DAYS**

**NOTICE – SPECIAL ATTENTION**

**§ 653. Hearings; bureau review; appeal**

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

- A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
- B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
- C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal within 120 days of the filing of the application. [1999, c.589, §1 (amd).]

2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

- A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c.45, Pt.A§4 (new).]
- B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
- C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
- D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
- E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
- F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c.730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

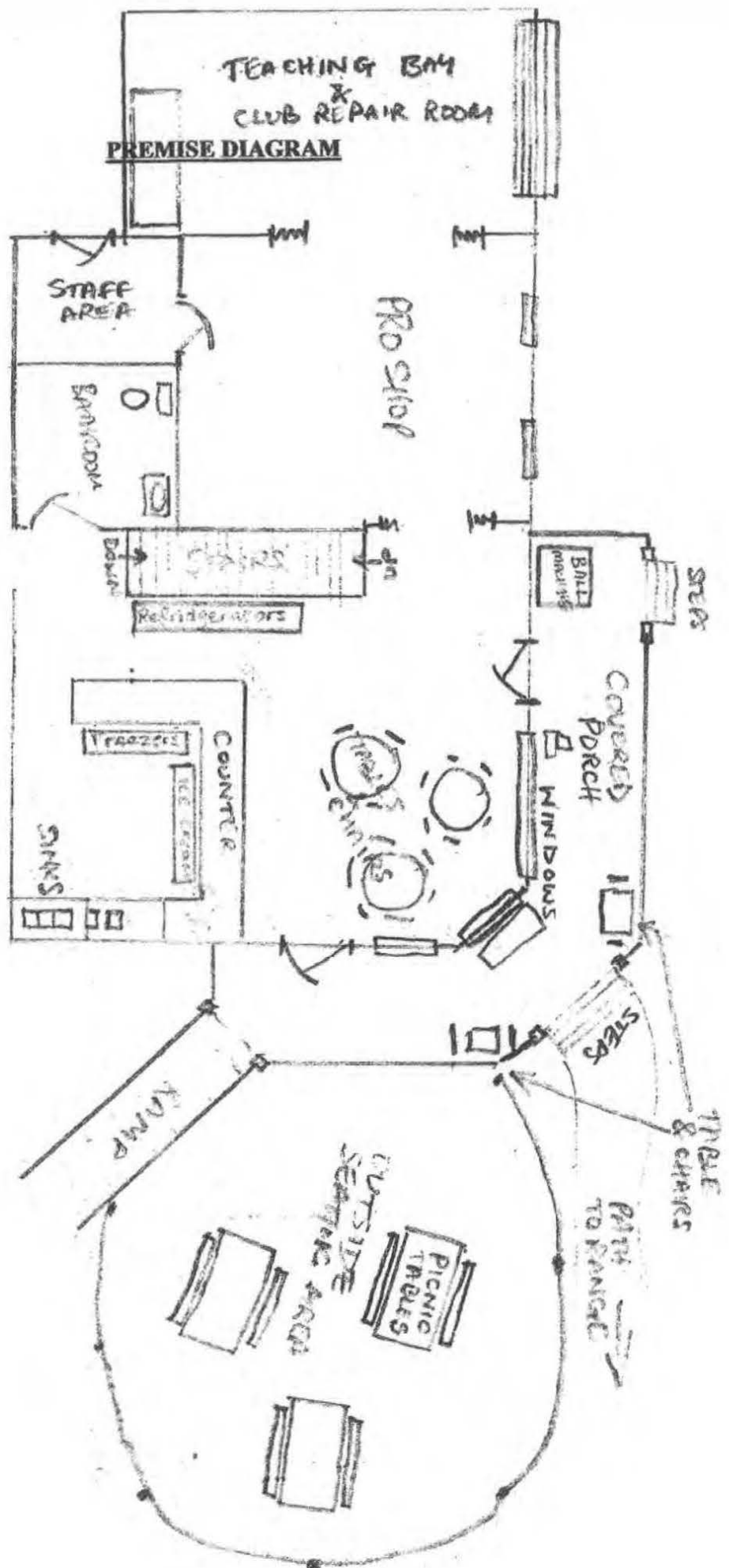
- A. [1993, c.730, §27 (rp).]

4. **No license to person who moved to obtain a license. (REPEALED)**

5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

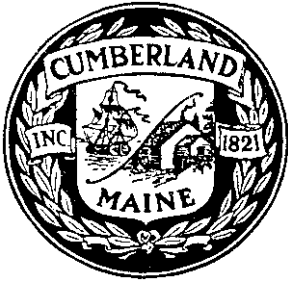




# ITEM

## 15-060

To set a Public Hearing date (May 11<sup>th</sup>) to consider and act on a  
Conservation Easement for the Knight's Pond/Blueberry Hill  
property



# M E M O R A N D U M

TOWN OF CUMBERLAND, MAINE  
290 TUTTLE ROAD  
CUMBERLAND, MAINE 04021  
TEL: 207-829-2205 FAX: 829-2224

**To:** Town Council  
**From:** William R. Shane, Town Manager  
**Date:** April 22, 2015  
**Re:** Knight's Pond & Blueberry Hill Easements

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The Cumberland Joint Standing Committee has been authorized by you to review and make a recommendation to the full Council for the attached easement documents. We will be meeting with the Land Trust in the near future to review and offer changes or clarifications. The deed is structured similar to Rines. The pieces for careful consideration are:

1. Allowed and Prohibited Uses
2. Trail development and maintenance (present and future)
3. Access to Dam and Pond
4. Parking Lot and future expansion if necessary
5. Annual expectations and requirements of all parties moving forward including financial, administrative, repairs, construction and direct oversight.
6. Dispute Resolution

The Land Trust has been a very good steward of the Rines property. We continue to have good communications and excellent community outreach programs held by the Land Trust that have been well attended and much appreciated by our community.



**TOWN OF CUMBERLAND GRANT OF A PERMANENT CONSERVATION  
EASEMENT ON KNIGHT'S POND AND BLUEBERRY HILL PROPERTY IN  
THE TOWN OF CUMBERLAND, CUMBERLAND COUNTY, MAINE TO  
THE CHEBEAGUE AND CUMBERLAND LAND TRUST**

**THE INHABITANTS OF THE TOWN OF CUMBERLAND**, a duly organized Maine municipal corporation, located and operating in Cumberland County, Maine and having an office at 290 Tuttle Road, Cumberland, ME 04021 (hereinafter "GRANTOR," which word is intended to include, unless the context clearly indicates otherwise, the above-named GRANTOR, its successor and assigns, and any successors in interest to the Protected Property),

**DO HEREBY GRANT as a gift** to the **CHEBEAGUE AND CUMBERLAND LAND TRUST, INC.**, a charitable and non-profit corporation organized and existing under the laws of the State of Maine, with a mailing address of P.O. Box 25, Chebeague Island, ME 04017 (hereinafter "HOLDER," which word shall, unless the context clearly indicates otherwise, include HOLDER's successors and/or assigns),

**WITH QUICCLAIM COVENANTS**, in perpetuity, this conservation easement pursuant to Title 33 M.R.S.A. Sections 476 et seq., inclusive, as amended, on over and through a parcel of land of approximately 165 acres on Greeley Road Extension in Cumberland, Maine being described in a deed from The Trust for Public Land to the Town of Cumberland dated , 2015 and recorded in the Cumberland County Registry of Deeds in Book , Page ; and more particularly described in **Exhibit A** and depicted in the plan entitled "Update to a Standard Boundary Survey, Cumberland County Registry of Deeds Plan Book 196 Page 395, Showing Land of Rebecca L. Swiggett for The Trust for Public Land, Greeley Road Extension & Pleasant Valley Road, Cumberland & North Yarmouth, Maine", plan dated August 26, 2013 and revised June 3, 2014 by Belding Survey, LLC, P.L.S. Me #2495 (**Exhibit B**), and maps (**Exhibit C and D**) attached hereto and made part hereof (herein after referred to as the "Protected Property").

This property was purchased, in part, with funds from the State of Maine Land for Maine's Future Program and the U.S. Fish and Wildlife Service's North American Wetlands Conservation Act Program and is pursuant to Project Agreements dated , 2015 and recorded in the Cumberland County Registry of Deeds in Book Page . This easement provides additional protection to the property, and further ensures that it shall be managed for conservation purposes and uses.

This conservation easement is granted exclusively for the following conservation purposes:

**I. PURPOSE OF THE EASEMENT.**

The purpose of this conservation easement is to preserve in perpetuity the unique and undeveloped character of the Protected Property and to protect the high quality habitat of the forest, pond and associated ecosystems, while also providing a variety of opportunities for outdoor recreation and scenic enjoyment for the general public.

The following recitals more particularly describe the conservation and other values of the Protected Property:

**WHEREAS**, the Protected Property is a unique, undeveloped 165 acre parcel of land on the border of the Towns of Cumberland and North Yarmouth, Maine;

**WHEREAS**, Knight's Pond is designated by the State of Maine as high value Inland Wading Bird and Waterfowl Habitat and a Wetland of Special Significance;

**WHEREAS**, Knight's Pond, located on the Protected Property, serves as the headwaters to Mill Brook with a wild brook trout population and is part of an identified focus area for water quality and habitat protection by the Presumpscot River Watershed Coalition in its *Vision, Values and Priorities: in the Lower Presumpscot River Watershed Report (2013)*;

**WHEREAS**, the Protected Property hosts a rare Oak-Hickory forest type (S1) identified by the U.S. Forest Service and the Maine Natural Areas Program and is part of a larger 1600 acre block of forest habitat;

**WHEREAS**, the Protected Property has several identified vernal pools providing important habitat for breeding frogs, salamanders and fairy shrimp, and other species;

**WHEREAS**, the Protected Property provides an ideal site for low-impact outdoor recreation including, but not limited to, nature study and observation, hiking, running, mountain biking, ice skating, snowshoeing, cross country skiing, snowmobiling on designated trails, fishing, hunting, and picnicking by the general public;

**WHEREAS**, the Protected Property abuts already conserved land and is nearby other conserved lands making it a keystone parcel of an emerging three-town conservation and recreation corridor;

**WHEREAS**, the Protected Property is part of an existing trail corridor from Falmouth, through Cumberland and into North Yarmouth which is actively enjoyed by snowmobilers and other recreational users;

**WHEREAS**, the Towns of Cumberland and North Yarmouth are subject to considerable development pressure and sprawl that often closes or restricts access to open space traditionally used and enjoyed by the public.

**WHEREAS**, the ridge of Blueberry Hill offers scenic views to Casco Bay and the White Mountains;

**WHEREAS** the GRANTOR and the HOLDER, recognizing the uniqueness of the Protected Property have the common purpose of conserving the high quality wildlife habitat and the scenic, natural and recreational values of the Protected Property by conveyance of this Conservation Easement on, over, through, and across the Protected Property that will establish a large natural recreation area, prohibit development of the Protected Property, and prevent any use or change that would conflict with its wildlife habitat values or its predominantly natural and scenic condition.

**NOW, THEREFORE**, the GRANTOR and HOLDER hereby establish this Conservation Easement on, over, and across the Protected Property consisting of the foregoing recitals and purposes, and the following terms, covenants, restrictions and affirmative rights granted HOLDER, its successors and assigns, which shall run with and bind the Protected Property and GRANTOR, and all of its representatives, successors and assigns, in perpetuity:

## **II. LAND USE & DIVISION:**

**A. Land Use.** The Protected Property may be used only for conservation, low-impact outdoor recreation by the general public, educational activities and natural resource management activities that do not adversely affect its important natural, ecological and habitat values. Low impact recreation includes, but is not limited to, nature observation and study, hiking, running, biking, snowshoeing, cross-country skiing, ice skating, horseback riding, hunting, fishing, trapping, kayaking, canoeing and snowmobiling on designate trails. In accordance with Title 5, Maine Revised Statutes, Section 6200 et seq., as amended and augmented by P.L. 2009, c.645, Sec. J **bond citation may change depending on which bond funds are used** (the Land for Maine's Future Statute and Bond Statutes), the Protected Property shall be open for use by the general public and GRANTOR shall not prohibit hunting, fishing or trapping on the Protected Property except to the extent of applicable state, local and federal laws and regulations.

**B. Management Plan.** The Protected Property will be managed consistent with the terms of this Easement under a Management Plan to be prepared by GRANTOR. The Management Plan as originally adopted, and as may be subsequently amended from time to time, will be submitted to HOLDER for review and comment to ensure that the Management Plan is and remains consistent with the terms of this Easement. The Protected Property will be managed by the municipalities to protect the natural resource, scenic and recreational values with oversight by the land trusts. GRANTOR will maintain a copy of the Management Plan at the Town Offices. GRANTOR will also send a copy of the Management Plan to the Land For Maine Future Board (LMFB) and the Designated State Agency (DSA) as identified in the Land for Maine Future Project Agreement between the Town of Cumberland and the Maine Department of Agriculture, Conservation and Forestry.

**C. Division.** For the purpose of land uses permitted under this Conservation Easement, the Protected Property must remain in its current configuration as a single lot under unified ownership. Subdivision, partition or creation of other parcels or lots, whether by lot division, or other manner of ownership which creates discrete parcels or separate ownership or control of portions of the Protected Property, shall be prohibited, except for boundary adjustments to resolve bona fide boundary disputes, subject to approval by the Designated State Agency (DSA) or as may be allowed by the LMF Project Agreement in Part II, section H subsection (i). In order to grant any such approval, the DSA and Land For Maine Future Board (LMFB) must find that the proposed division of the premises furthers the conservation purpose and objectives of the project as defined in the Project Agreement. Under no circumstances may the Protected Property or any portion therefore be included as part of the gross tract area of other land not subject to this Conservation Easement, for the purposes of determining density, lot coverage, or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use, building density or transfer for development rights.



Notwithstanding the foregoing, any portion of the Protected Property may be conveyed to an entity that is a federal, state or local government agency or a non-profit conservation organization which is a “qualified organization” set forth in under Section 170(h) of the United States Internal Revenue Code and a “qualified holder” under Title 33, Maine Revised Statutes, Section 476(2), for permanent conservation ownership, however, prior written approval must be obtained by the DSA and LMFB and the qualified organization must expressly agree to assume the rights and obligations of the Cooperating Entity in the Project Agreement.

**D. Existing Conditions.** As of the date of this Easement, there are no structures on the Protected Property except for; boundary markers, stone walls, three dilapidated cabin structures not currently used for any purpose, an old privy, an earthen and concrete dam at Knight’s Pond, a wood bridge at Knight’s Pond, some remains of a wood fence along the trail to the pond, several totem polls, and several culverts at the small ponds on Blueberry Hill. As of the date of this conservation easement, there are no surface alterations on the Protected Property other than those associated with existing structures listed herein above, woods roads from prior harvesting, and an existing trail network as depicted on Exhibit C. The rest of the property is undeveloped and forested. All existing conditions are documented in the Baseline Data and certified as accurate by GRANTOR and HOLDER on the date of this grant.

**E. Structures.** It is the intention of this Easement that the Property be used as conservation land for low impact outdoor recreation, nature observation and study and that uses and improvements be limited to the extent necessary or appropriate to preserve its natural and undeveloped character.

GRANTOR reserves the right to maintain and replace existing structures, with the exception of the two cabin structures by Knight’s Pond which will be removed within 90 days after purchase, and to maintain existing surface alterations and improvements with substantially similar structures and improvements in substantially similar locations, unless another location is more beneficial to protect the natural resources and is approved by HOLDER. GRANTOR and HOLDER agree that activities impacting the water impoundment and dam structures associated with Knight’s Pond may significantly impact recreation and wildlife habitat on the Protected Property. Therefore, except in emergency situations, before such activities, including the maintenance, the removal, replacement or other significant alteration of the dam and impoundment structures or other alterations or activities which may impact the water level of Knight’s Pond and the immediately adjacent waters, GRANTOR shall consult with HOLDER on the proposed scope of such activities and receive HOLDER’s permission and consent to engage in such activities before they are commenced.

No additional structures, temporary or permanent, are permitted on the Protected Property without prior written consent of HOLDER, except however, the GRANTOR reserves for itself, its successors and assigns, the following rights:

**1. Minor Structures.** GRANTOR reserves the right to locate, construct and maintain minor structures to accommodate low impact outdoor recreation and nature observation and study. Such minor structures may include, but are not necessarily limited to the following: small unlighted informational and interpretive signs including commemorative plaques and memorials; informational kiosks and registration boxes; low barriers to discourage unauthorized access; fencing to protect natural resources or for safety purposes; support and erosion control structures necessary for permitted roads, parking area and trails; trail and

boundary markers; rustic trail improvements, including, hand rails, steps, stream or trail bridges, culverts and water bars; benches and picnic tables; small privy; a dock or float providing access to the pond; temporary tents; pet sanitation boxes; and temporary structures associated with wildlife, plant, archeological or other scientific study under professional supervision under professionally accepted standards;

Notwithstanding the foregoing; the following structures are not permitted: buildings, barns, bleachers, permanent lighting, and major recreational improvements such as athletic or sports facilities and fields.

**F. Surface Alterations.** No alterations may be made to the surface of the earth or to the wetlands and watercourses of the Protected Property without prior written consent of HOLDER, except as reserved below by GRANTOR.

**1. Mining.** No mining, quarrying and surface mining activities are permitted on the Protected Property.

**2. Excavation, filling, dredging and grading.** No excavation, filling, dredging or grading or other alteration may be made to the surface of the Protected Property except as necessary to install or maintain permitted structures, to support the dam and water impounding structures as are necessary to maintain the level of Knight's Pond, and as will be subject to the other provisions of Part II Paragraph E., above, and to protect the shore areas of Knight's Pond from erosion. Any such activity must also secure and meet all permitting requirements under local, state and federal law and regulations.

**3. Exercise of Reserved Rights.** GRANTOR reserves the right to alter the surface of the land to the minimum extent necessary to exercise rights at Part II, Paragraph E.

**4. Parking.** GRANTOR reserves the right to install and maintain a parking area on the Protected Property as identified in Exhibit D. The parking area shall be limited in capacity for up to 20 passenger vehicles. Any additional parking, or parking in different locations, must be approved by HOLDER. The parking area may be of gravel or similar surface and shall be constructed to not cause unreasonable drainage onto the Protected Property or nearby environmentally sensitive areas or water bodies. The parking area shall be unlit and buffered from neighboring properties and Greely Road Extension with trees and shrubs. GRANTOR reserves the right to establish and maintain an access road from Greely Road Extension to the parking area which shall not exceed 18 feet in width or any greater minimum width required under then applicable zoning ordinances.

**5. Trails.** A number of improved and unimproved trails currently exists on the Protected Property, and are depicted on a map attached hereto as Exhibit C. Consistent with the Management Plan to be adopted by GRANTOR pursuant to Part II Paragraph B herein, and in consultation with HOLDER, GRANTOR may improve existing trails and may develop additional trails to create an interconnected network of unpaved trails within the Protected Property. The trails shall be constructed and maintained in a manner consistent with the goals and purposes set forth in Part II Paragraph A herein and designed and located to prevent erosion and protect the other conservation values of this Easement. The Management Plan may include or refer to trail development standards recommended by state or federal agencies or by private organizations dedicated to conservation or natural resource protection purposes.

**6. Road.** GRANTOR reserves the right to maintain a gravel access road, as identified on Exhibit D, for the purpose of maintaining the dams located on the property at Knight's Pond and for emergency vehicular access. No unauthorized use of the road will be permitted. The road is not to exceed 10 feet in width.

**7. Archeological and Ecological Study.** GRANTOR reserves the right to permit archeological and ecological study of the Protected Property, including excavation of sites, provided that all such work must be conducted in accordance with applicable then-current professional standards, and the disturbed area must be restored to its natural appearance as soon as reasonable possible after completion.

**G. Vegetation Management.** It is the intention of this Conservation Easement to foster an intact, healthy forested area to preserve healthy soils and habitat for wildlife, preserve the ecological integrity of stream, brooks, ponds, vernal pools and wetlands, and protect the scenic character of the Protected Property.

**1. Tree and Vegetation Cutting.** GRANTOR reserves the right to alter or remove vegetation as necessary to install, establish and maintain the structures permitted under Section II Paragraph E and surface alterations permitted under Section II Paragraph F of this Easement; to maintain a viewshed on the ridge of Blueberry Hill as identified in the Baseline Report to enhance the historic scenic views to Casco Bay and Mount Washington; to reduce safety hazards for the uses permitted herein; to remove invasive plant species; to prevent fire and spread of disease or non-native insects; and to mow the grass area near the pond from time to time to prevent damage to the earthen dam and to enhance recreational enjoyment. All of the foregoing must be conducted in a manner to minimize soil erosion, prevent damage to fragile plant communities, water quality, wetlands and wildlife habitat, and to protect other important natural resources.

**2. Forest Management Plan.** Any other cutting of trees should be done under the guidance of a forest management plan developed by a professional forester with input from professional wildlife biologists and adopted by GRANTOR. The forest management plan must include provisions for protecting soils, water quality, wetlands and high value plant and animal habitat and generally be consistent with current Best Forestry Management Practices. GRANTOR shall provide HOLDER with a copy of any forest management plan for HOLDER's review and approval. All forestry activities must be in compliance with applicable federal, state and local laws and regulations. GRANTOR shall give notice to HOLDER sixty (60) days prior to any proposed harvesting activities in accordance with the forest management plan and provide HOLDER with sufficient information concerning the nature, extent and timing of the proposed activity.

**H. Water Protection, Pollution Control and Waste Disposal.** No dumping, storage or burial of refuse or waste materials is permitted on the Protected Property. The existing granite refuse area as identified in the Baseline Document may remain. No vehicles may be stored on the property except that temporary storage of vehicles as may be required for permitted maintenance, construction, conservation or forest management activities shall be permitted. The direct discharge of treated or untreated sewage into the surface waters on or about the Protected Property is prohibited. The use, storage, discharge or runoff of chemical herbicides, pesticides, fungicides, fertilizers or other toxic agent must be limited to prevent



adverse impact on wildlife, waters and other important conservation values protected by this grant.

**I. Public Use and Access.** GRANTOR agrees to permit, and will refrain from prohibiting or discouraging, use of the Protected Property by the general public for daytime low impact outdoor recreational uses, such as; nature observation and study, hiking, running, biking, snowshoeing, cross-country skiing, ice skating, hunting, fishing, trapping, kayaking, canoeing and snowmobiling on designated trails, exercised in a manner that is consistent with the protection of the natural and ecological character of the Protected Property and the terms of this Easement and as further defined in the Management Plan described in Part II Paragraph B. GRANTOR shall not prohibit hunting, fishing or trapping on the Protected Property except to the extent of applicable state, local and federal laws and regulations. GRANTOR has the right to prohibit or limit night use, fires, camping, vehicular or motorized uses, and the right to temporarily or permanently limit or restrict public recreational use that is detrimental to the conservation values of the Protected Property.

GRANTOR agrees that any fees or charges imposed for public access shall be reasonable and comparable to those charged in Maine for similar facilities and any such fees must be approved in advance and in writing by the Designated State Agency as stated in the Project Agreement between the Town of Cumberland and the Maine Department of Agriculture, Conservation and Forestry.

GRANTOR AND HOLDER each claim all of the rights and protections against liability for injury to the public to the fullest extent of the law under the Recreational and Harvesting Use Liability Limitations set forth in Title 14 M.R.S.A. Section 159-A, et seq. as amended and successor provisions thereof (The Maine Recreational Use Statute), and under any and all other applicable provisions of law or equity.

## **J. Definitions.**

1. **The Land for Maine's Future Project Agreement** for Knight's Pond and Blueberry Hill is signed by the Chairman of the Land For Maine's Future Board (LMFB), the Commissioner of the Maine Department of Agriculture, Conservation and Forestry (MDACF) and the Town Manager of the Town of Cumberland.

2. The **Designated State Agency (DSA)** in the Project Agreement for Knight's Pond and Blueberry Hill is the Maine Department of Agriculture, Conservation and Forestry.

3. The **Cooperating Entity** in the Knight's Pond and Blueberry Hill Project Agreement is the Town of Cumberland.

## **III. HOLDER'S AFFIRMATIVE RIGHTS**

**A. Entry and Inspection.** HOLDER is granted the right to enter the Protected Property at any time for the purposes of inspection and monitoring and enforcement to undertake ecological or other studies of the Protected Property, and to exercise any other affirmative right hereunder.

**B. Enforcement.** HOLDER shall have the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to enjoin the violation, *ex*

*parte* as necessary, by temporary or permanent injunction, to recover any damages to which it might be entitled for violation of the terms of this Easement and to require restoration of the Property to the condition that existed prior to such injury, provided however that naturally occurring changes shall not give rise to any right in HOLDER to require restoration. Prior to initiation of an enforcement action, HOLDER shall provide GRANTOR with prior notice and reasonable opportunity to cure any breach except where emergency circumstances require more immediate enforcement action.

If HOLDER is the prevailing party in any action against GRANTOR, or any others for whose actions on the Protected Property GRANTOR is responsible, GRANTOR shall reimburse HOLDER for any reasonable costs of enforcement or defense, including court costs, mediation and if applicable, arbitration costs, reasonable attorney fees and any other payments ordered by such Court or arbitrator.

GRANTOR is not responsible for injury to or change in the Protected Property resulting from natural causes or environmental catastrophe beyond GRANTOR's control, such as fire, flood, storm and earth movement or from prudent action taken by GRANTOR under emergency conditions to prevent, abate or mitigate significant injury to Protected Property resulting from such causes.

The terms of the Conservation Easement do not supersede or waive more restrictive applicable law and regulations.

**C. Signage.** HOLDER is authorized to install small, unlighted informational signs that identify HOLDER's contributions to and interests in the Protected Property, in addition, signs that acknowledge contributions from the Land For Maine's Future Program, which mark the boundary of the Protected Property, which enhance the public use of and appreciation of the Property, and which promote appreciation of plant and animal life; such minor signage to be completed in a manner consistent with the goals of this Easement and the Management Plan.

**D. Trails.** HOLDER has the right, but not the obligation, to help build and maintain the trail network on the property in accordance with the provisions herein.

**E. Boundaries.** It is GRANTOR's obligation to keep the boundaries of the Protected Property clearly marked. In the event boundaries are not clearly marked within a reasonable amount of time after notice by HOLDER, HOLDER shall have the right to engage a professional surveyor to re-establish and re-mark boundaries of the Protected Property or any part thereof. The costs associated with such survey work shall be paid by the GRANTOR only if and to the extent necessary to determine if a breach of this Conservation Easement has occurred on the Protected Property.

**F. Notice.** HOLDER has the right to require that GRANTOR's reserved rights be exercised in a manner that avoids adverse impact to the conservation values to be protected by this Easement. GRANTOR agrees to notify HOLDER prior to undertaking any activity or exercising any reserved right that may impair the conservation interests associated with the Easement.

**G. Right to Assign.** In the event that the Chebeague and Cumberland Land Trust dissolves or is not able to fulfill its obligations under this Conservation Easement, it will assign the easement to another qualified entity (not the Town of Cumberland) chosen by the GRANTOR and with the approval of the Designated State Agency. A qualified entity for such purposes shall be one that meets the definition of "HOLDER" at Title 33 Maine Revised Statutes Annotated Section 476(2), as amended or re-codified, and that meets the requirements of Section 170(h)(3) of the Internal Revenue Code, or successor provisions thereof, and that as a condition of transfer, agrees to carry out the conservation purposes of this grant.

#### **IV. GENERAL TERMS AND STANDARD PROVISIONS**

**A. Notice and Approval Requirements.** GRANTOR agrees to notify HOLDER prior to undertaking any activity or exercising any reserved right that may have an adverse impact on the conservation interests associated with this grant and where prior notice or approval is specifically required in this Conservation Easement. GRANTOR's notices must include sufficient information to enable HOLDER to determine whether GRANTOR's plans are consistent with the terms of this Easement and the conservation purposes hereof.

**1.** Any notices or requests for approval required by this Easement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, or by such commercial delivery service as provides proof of delivery, to GRANTOR and HOLDER, at the following addresses, unless one has been notified by the other of a change of address or change of ownership:

To GRANTOR: Cumberland Town Manager, Town of Cumberland, 290 Tuttle Road, Cumberland, ME 04021

To HOLDER: President, Chebeague and Cumberland Land Trust, P.O. Box 25, Chebeague Island, ME 04017

**2.** When GRANTOR is required to provide notice to HOLDER pursuant to this Easement, such notice as described hereinabove shall be given in writing at least sixty (60) days prior to the event giving rise to the need to give notice except as otherwise specifically provided herein.

**3.** When GRANTOR is required to obtain HOLDER's prior written consent and approval, such request as described hereinabove shall be given in writing sixty (60) days prior to undertaking the proposed activity except as otherwise specifically provided herein. HOLDER, upon receipt of GRANTOR's request, shall acknowledge receipt of the same. Following such review, HOLDER, shall grant, grant with conditions, or withhold its approval. Failure to approve GRANTOR's request within sixty (60) days shall be deemed a denial of any element of such request that is not expressly permitted under the terms of this easement. No proposed activity may proceed without HOLDER's written consent and approval as provided herein.

**B. Responsibility of Owners.** GRANTOR acknowledges that HOLDER has neither possessory rights in the Protected Property, nor any responsibility nor right to

control, maintain, or keep up the Protected Property. GRANTOR shall retain all responsibilities and shall bear costs and liabilities of any nature related to the ownership, operation, upkeep, improvement and maintenance of the Protected Property.

**C. Maine Conservation Easement Act.** This Conservation Easement is established pursuant to the Maine Conservation Easement Act at Title 33, Maine Revised Statutes, Sections 476 through 479-C, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine.

**D. Town Council Action.** At the February 9, 2015 meeting of the Cumberland Town Council, the Council unanimously approved granting HOLDER a conservation easement on the Protected Property and authorized the Town Manager, William Shane, to execute the conservation easement on behalf of the Town of Cumberland.

**F. Baseline Documentation.** In order to establish the present condition of the Protected Property and its conservation attributes protected by this conservation easement, and its natural and scenic resources, so as to be able to monitor properly future uses of the Protected Property and assure compliance with the terms hereof, HOLDER and GRANTOR have prepared an inventory of the Protected Property's relevant features and conditions (the "Baseline Documentation") and have certified the same as an accurate representation, to the extent known, of the condition of the Protected Property as of the date of this grant.

**G. Extinguishment.**

1. The parties agree that the grant of this Conservation Easement creates a property right that vests immediately in HOLDER. The parties further agree that this property right as of the date of its creation has a fair market value that is equal to the percentage by which the fair market value of the unrestricted Property as a whole as valued in accordance with IRS Regulations at 1.170-A 14(h)(3)(ii), is reduced by the terms and conditions imposed by this Conservation Easement, as of the date of the execution of this Conservation Easement (hereinafter the "Original Percentage Reduction").

2. This Conservation Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the conservation purposes of this Conservation Easement are impossible to accomplish, and if both GRANTOR and HOLDER (and any Third Party Enforcer, if existing) agree. Should this Conservation Easement be terminated or extinguished as provided in this Paragraph, in whole or in part, HOLDER shall be entitled to be paid no less than a portion of any proceeds of sale, exchange or lease computed as to the greater of: (i) the Original Percentage Reduction; or (ii) the increase in value of the GRANTOR's estate resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by GRANTOR and HOLDER. HOLDER shall use its share of the proceeds or other moneys received under this Paragraph in a manner consistent, as nearly as possible, with the stated, publicly beneficial purposes of this Conservation Easement. GRANTOR agrees and authorizes HOLDER to record a notice of a lien on the Protected Property which lien will be effective as of the date of such extinguishment, to secure its rights under this Paragraph.



**H. Controlling Law and Interpretation.** The interpretation and performance of this Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the conservation purposes of this Easement and the policy and purpose of the Maine Conservation Easement Act at Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-C, inclusive, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the conservation purposes of this Easement shall govern.

**I. Subsequent Deeds and Transfers.** This Easement must be incorporated by reference in any deed or other legal instrument by which GRANTOR conveys any interest in the Protected Property, including, without limitation, a leasehold or mortgage interest. GRANTOR further agrees to give written notice to HOLDER within thirty (30) days of the transfer or conveyance of any interest in the Protected Property. The failure of GRANTOR to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. GRANTOR must also obtain the consent of the U.S. Fish and Wildlife Service DBHC prior to the conveyance or encumbrance of any interest therein pursuant to the Grant Agreement between the U.S. Fish and Wildlife Service and the Town of Cumberland for funds received from North American Wetlands Conservation Act to support acquisition of the Protected Property as well as consent from the Maine Land for Maine's Future Board and the Maine Designated State Agency pursuant to the LMF Project Agreement.

**J. Discretionary Approvals.** GRANTOR and HOLDER recognize that certain activities by the GRANTOR may warrant the prior discretionary approval of HOLDER, and that HOLDER has the right to issue such discretionary approvals without prior notice to any other party. Nothing in this Paragraph shall require the HOLDER to agree to any discretionary approval.

**K. Amendment.** GRANTOR and HOLDER recognize that rare and extraordinary circumstances could arise that warrant modification of certain of the provisions of this Conservation Easement. To this end, subject to more restrictive laws and regulations, if any, GRANTOR and HOLDER have the right to agree to amendments to this Conservation Easement with prior notice to the Designated State Agency provided that in the reasonable judgment of HOLDER, such amendment enhances or does not materially detract from the conservation values intended to be protected by this Conservation Easement. Amendments will become effective upon recording at the Cumberland County Registry of Deeds. Nothing in this Paragraph shall require the GRANTOR or the HOLDER to agree to any amendment or to consult or negotiate regarding any amendment.

**L. Economic Hardship.** In making this grant, GRANTOR has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. In addition, the unprofitability of conducting or implementing any or all of the uses permitted under the terms of this Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. It is the intent of both GRANTOR and HOLDER that any such economic changes shall not be deemed to be changed conditions or

a change of circumstances justifying the judicial termination, extinguishment or amendment of this Conservation Easement.

**M. Nonwaiver.** The failure or delay of the HOLDER, for any reason whatsoever, to do any action required or contemplated hereunder, or to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute a waiver, laches, or estoppel of its rights to do so at a later time.

**N. Severability, Entire Agreement, No Forfeiture.** If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance shall remain valid. This instrument and the Baseline Documentation set forth the entire agreement of the parties with respect to this Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to GRANTOR of any rights extinguished or conveyed hereby.

**O. Standing to Enforce.** Only HOLDER and GRANTOR may bring an action to enforce this grant, except as provided in Title 33 M.R.S.A. Section 478, and nothing herein should be construed to grant any other individual or entity standing to bring an action hereunder, unless otherwise provided by law; nor to grant any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Protected Property acquired by common law, adverse possession, prescription, or other law, independently of this grant.

*Signatures Follow*

**TO HAVE AND TO HOLD** the said Conservation Easement unto the HOLDER and its successors and assigns forever.

**IN WITNESS WHEREOF**, the Town of Cumberland has caused its acknowledgement and seal to be hereto affixed and these presents to be signed by William Shane, its Town Manager in its name and on its behalf this \_\_\_\_day of \_\_\_\_\_, 2015.

**THE TOWN OF CUMBERLAND**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
William R. Shane, Town Manager  
Town of Cumberland

**STATE OF MAINE**  
**COUNTY OF CUMBERLAND, ss**  
2015

\_\_\_\_\_

Personally appeared the above named, William R. Shane as the duly authorized representative of the above-named **INHABITANTS OF THE TOWN OF CUMBERLAND, MAINE, GRANTOR**, and acknowledged the foregoing instrument to be his free act and deed in his capacity as Town Manager for the **INHABITANTS OF THE TOWN OF CUMBERLAND, MAINE** and the free act and deed of the municipality.

Before Me, \_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name of Notary

My commission expires:\_\_\_\_\_

## HOLDER ACCEPTANCE

The above foregoing Conservation Easement being duly authorized to be accepted by the **Chebeague and Cumberland Land Trust, Inc., HOLDER**, hereby accepts this Conservation Easement by and through Penny Asherman, its President, hereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2015.

Chebeague and Cumberland Land Trust, Inc.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Penny Asherman, President

Personally appeared Penny Asherman, President and authorized representative of the **CHEBEAGUE AND CUMBERLAND LAND TRUST, INC.**, and acknowledged the acceptance of the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of the **CHEBEAGUE AND CUMBERLAND LAND TRUST, INC.**, a Maine non-profit corporation.

Before me,

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Please print name

My commission expires:\_\_\_\_\_



## **Exhibit A**

### **Legal Description of the Protected Property**

#### **Description for a parcel of land at Knight's Pond: (50.0 acres +/-)**

A certain lot or parcel of land together with the buildings thereon situated on the northeasterly side of Greely Road Extension, in the Town of Cumberland, County of Cumberland and State of Maine, bounded and described as follows:

BEGINNING at a 3/4" iron rod with cap P.L.S. #1093 set in the ground at the westerly corner of land of Glenna L. Turner as recorded in Cumberland County Registry of Deeds Book 15120 Page 152 on the apparent northeasterly side of Greely Road Extension;

THENCE from said point of beginning North 56 Degrees 10 Minutes 57 Seconds West by said road line and in part by stone wall, 591.19 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground at land of Barbara H. Frost as recorded in Cumberland County Registry of Deeds Book 21024 Page 185;

THENCE North 35 Degrees 02 Minutes 33 Seconds East by said land of Frost and by blazed and orange painted line and in part by stone wall, 558.50 feet to a 1/2" iron rod with cap P.L.S. #1093 set in a drill hole in a stone wall;

THENCE North 35 Degrees 03 Minutes 12 Seconds East by said land of Frost and by stone wall, 316.98 feet to an angle point not monumented;

THENCE North 33 Degrees 49 Minutes 11 Seconds East by said land of Frost and by stone wall, 147.95 feet to an angle point not monumented;

THENCE North 34 Degrees 58 Minutes 30 Seconds East by said land of Frost and by stone wall, 812.73 feet to an angle point not monumented;

THENCE North 36 Degrees 03 Minutes 43 Seconds East by said land of Frost and by stone wall, 227.75 feet to a 1/2" iron rod with cap P.L.S. #1093 set in a drill hole in said stone wall;

THENCE North 35 Degrees 02 Minutes 33 Seconds East by said land of Frost and by blazed and orange painted line, 554.57 feet to a 1/2" iron rod with cap P.L.S. #1093 set in a drill hole in ledge on the Town Line between the Towns of Cumberland and North Yarmouth;

THENCE South 55 Degrees 39 Minutes 48 Seconds East by said Town Line and by other land of this grantor, 911.75 feet to an angle point not monumented in Knights Pond at land of John W. Paynter as recorded in the Cumberland County Registry of Deeds Book 20996 Page 303;

THENCE South 30 Degrees 57 Minutes 44 Seconds West across Knights Pond and by said land of Paynter, 1313.85 feet to an angle point not monumented;

THENCE South 52 Degrees 05 Minutes 40 Seconds East by said land of Paynter, 82.50 feet to an angle point not monumented;

THENCE South 37 Degrees 54 Minutes 20 Seconds West by said land of Paynter, 40.45 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE continuing the same course South 37 Degrees 54 Minutes 20 Seconds West in part by said land of Paynter and in part by land of Glenna L. Turner as recorded in the Cumberland County Registry of Deeds Book 15120 Page 152 and by blazed and orange painted line, 292.55 feet to a sign iron found set in concrete at land of Gary D. Turner as recorded in the Cumberland County Registry of Deeds Book 11530 Page 65;

THENCE North 33 Degrees 44 Minutes 40 Seconds West by said land of Turner and by blazed and orange painted line, 444.65 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE South 39 Degrees 38 Minutes 07 Seconds West by said land of Turner and running 1 foot more or less southeasterly of a wire fence, 499.20 feet to a 1 1/2" iron pipe found set in the ground at land of Glenna L. Turner as referenced above;

THENCE South 37 Degrees 20 Minutes 17 Seconds West by said land of Turner, 633.56 feet to the point of beginning.

The above described parcel of land containing 50.0 acres more or less, is a portion of the premises conveyed to this grantor as recorded in Cumberland County Registry of Deeds Book 14748 Page 322.

The courses, observations and distances as herein used are the result of an "Update to a Standard Boundary Survey, Cumberland County Registry of Deeds Plan Book 196 Page 395, Showing Land of Rebecca L. Swiggett for The Trust for Public Land, Greeley Road Extension & Pleasant Valley Road, Cumberland & North Yarmouth, Maine", plan dated August 26, 2013 and revised June 3, 2014 by Belding Survey, LLC, P.L.S. Me #2495 to which reference is made for further information.

### **Description for a parcel of land at Blueberry Hill: (113.2 acres +/-)**

A certain lot or parcel of land together with the buildings thereon situated on the northeasterly side of Greely Road Extension and Pleasant Valley Road, in the Town of Cumberland, County of Cumberland and State of Maine, bounded and described as follows:

BEGINNING at a 1/2" iron rod with cap P.L.S. #1093 set in a drill hole in a stone wall intersection at the westerly corner land of G. Keith Savage and Mandie Savage as recorded in Cumberland County Registry of Deeds Book 23336 Page 49 on the apparent northeasterly side of Greely Road Extension (unimproved section);

THENCE from said point of beginning North 55 Degrees 58 Minutes 22 Seconds West by said apparent road line (unimproved section) and in part by stone wall, 639.76 feet to a 1/2" iron rod with cap P.L.S. #1093 set in a drill hole in a stone wall corner at land of Robert J.

Poor & Darcey L. McGinty as recorded in Cumberland County Registry of Deeds Book 15883 Page 221;

THENCE North 35 Degrees 02 Minutes 33 Seconds East by said land of Poor & McGinty, and by blazed and orange painted line, 660.00 feet to a 1/2" iron rod with cap P.L.S. #1093 set in a drill hole in ledge;

THENCE North 56 Degrees 11 Minutes 56 Seconds West in part by said land of Poor & McGinty in part by land of David W. Abel & Amy J. Abel as recorded in Cumberland County Registry of Deeds Book 23710 Page 147 and in part by land of Eric R. Humes as recorded in Cumberland County Registry of Deeds Book 30828 Page 22 and by blazed and orange painted line, 1010.96 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE South 33 Degrees 48 Minutes 04 Seconds West by said land of Humes and by blazed and orange painted line, 659.86 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground on the apparent northeasterly side of Pleasant Valley Road;

THENCE North 56 Degrees 11 Minutes 56 Seconds West by said apparent road line, 31.45 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground at land of Jaime M. Roche as recorded in Cumberland County Registry of Deeds Book 28180 Page 65;

THENCE North 33 Degrees 48 Minutes 04 Seconds East by said land of Roche and by blazed and orange painted line, 300.00 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE North 56 Degrees 11 Minutes 56 Seconds West by said land of Roche and by blazed and orange painted line, 181.86 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground at land of Mary O. Weir as recorded in Cumberland County Registry of Deeds Book 25886 Page 54;

THENCE North 35 Degrees 02 Minutes 33 Seconds East by said land of Weir and by blazed and orange painted line, 359.93 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE North 56 Degrees 11 Minutes 56 Seconds West by said land of Weir and by blazed and orange painted line, 462.00 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE North 35 Degrees 02 Minutes 33 Seconds East by said land of Weir and by blazed and orange painted line, 330.00 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground at land of Fred T. Kinney as recorded in Cumberland County Registry of Deeds Book 3675 Page 247;

THENCE South 56 Degrees 11 Minutes 56 Seconds East by said land of Kinney and by blazed and orange painted line, 598.58 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE continuing the same course South 56 Degrees 11 Minutes 56 Seconds East by said land of Kinney and by blazed and orange painted line, 1079.89 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE North 35 Degrees 02 Minutes 33 Seconds East in part by said land of Kinney and in part by land now or formerly of James P. Shaw, see Cumberland County Probate #90-334, and by blazed and orange painted line, 330.00 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE North 56 Degrees 11 Minutes 56 Seconds West by said land now or formerly of Shaw and by blazed and orange painted line, 998.66 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE continuing the same course North 56 Degrees 11 Minutes 56 Seconds West by said land now or formerly of Shaw and by blazed and orange painted line, 679.81 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground at land of Mary O. Weir as referenced above;

THENCE North 35 Degrees 02 Minutes 33 Seconds East by said land of Weir and by blazed and orange painted line, 475.20 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground at land of the Wyman Trust as recorded in Cumberland County Registry of Deeds Book 8273 Page 124;

THENCE South 56 Degrees 11 Minutes 56 Seconds East by said land of the Wyman Trust and by blazed and orange painted line, 605.39 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE continuing the same course South 56 Degrees 11 Minutes 56 Seconds East by said land of the Wyman Trust and by blazed and orange painted line, 1073.08 feet to a 1/2" iron rod with cap P.L.S. #1093 set in a drill hole in ledge;

THENCE North 35 Degrees 02 Minutes 33 Seconds East by said land of the Wyman Trust and by blazed and orange painted line, 321.03 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE North 54 Degrees 57 Minutes 53 Seconds West by said land of the Wyman Trust and by blazed and orange painted line, 1241.99 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground;

THENCE continuing the same course North 54 Degrees 57 Minutes 53 Seconds West by said land of the Wyman Trust and by blazed and orange painted line, 436.08 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground at land of Mary O. Weir as referenced above;

THENCE North 35 Degrees 02 Minutes 33 Seconds East by said land of Weir and by blazed and orange painted line, 528.00 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground at land of Ronald W. Benner & Jean M. Gallant as recorded in Cumberland County Registry of Deeds Book 26552 Page 290;



THENCE South 54 Degrees 57 Minutes 53 Seconds East in part by said land of Benner and Gallant and in part by land of the U.S.A. Federal Aviation Administration as recorded in Cumberland County Registry of Deeds Book 11567 Page 337 and by blazed and orange painted line, 2348.33 feet to a granite monument inscribed "C" & "NY" on the Town Line between the towns of Cumberland and North Yarmouth and on the northwesterly side of the "Old Range Road", so called;

THENCE continuing the same course South 54 Degrees 57 Minutes 53 Seconds East by said land of U.S.A F.A.A and by said Town Line, 32.01 feet to a 5/8" iron rod with cap P.L.S. #1252 found set in the ground in the centerline of the "Old Range Road" (presumed abandoned);

THENCE South 55 degrees 42 minutes 24 seconds East by said Town Line and by other land of this grantor, 531.94 feet to a 3/4" iron rod with cap P.L.S. #1093 set in a ring of stones at land of Barbara H. Frost as recorded in Cumberland County Registry of Deeds Book 21024 Page 185;

THENCE South 35 Degrees 05 Minutes 30 Seconds West by said land of Frost and by blazed and orange painted line, 1308.76 feet to a 3/4" iron rod with cap P.L.S. #1093 set in a ring of stones at land of Donald G. Hawkins & Lynn M. Hawkins as recorded in Cumberland County Registry of Deeds Book 6734 Page 86;

THENCE North 56 Degrees 35 Minutes 11 Seconds West by said land of Hawkins and by blazed and orange painted line, 222.53 feet to a 1/2" iron rod with cap P.L.S. #1093 set in a drill hole in a boulder in a ring of stones at land of Theo D. Bosarge, III & Nicole L. Bosarge as recorded in Cumberland County Registry of Deeds Book 24511 Page 246;

THENCE North 56 Degrees 39 Minutes 45 Seconds West by said land of Bosarge and by blazed and orange line, 210.00 feet to a 3/4" iron rod with cap P.L.S. #1093 set in the ground in a gap in a stone wall;

THENCE South 35 Degrees 10 Minutes 54 Seconds West by said land of Bosarge and by stone wall, 915.60 feet to a 1/2" iron rod with cap P.L.S. #1093 set in a drill hole in a stone wall intersection;

THENCE North 54 Degrees 31 Minutes 01 Seconds West in part by said land of Bosarge and in part by land of G. Keith Savage and Mandie Savage as recorded in Cumberland County Registry of Deeds Book 23336 Page 49 and by stone wall, 165.14 feet to a 3/4" iron rod with cap P.L.S. #1093 set in a stone wall corner;

THENCE South 34 Degrees 08 Minutes 49 Seconds West by said land of Savage and by stone wall, 404.32 feet to the point of beginning.

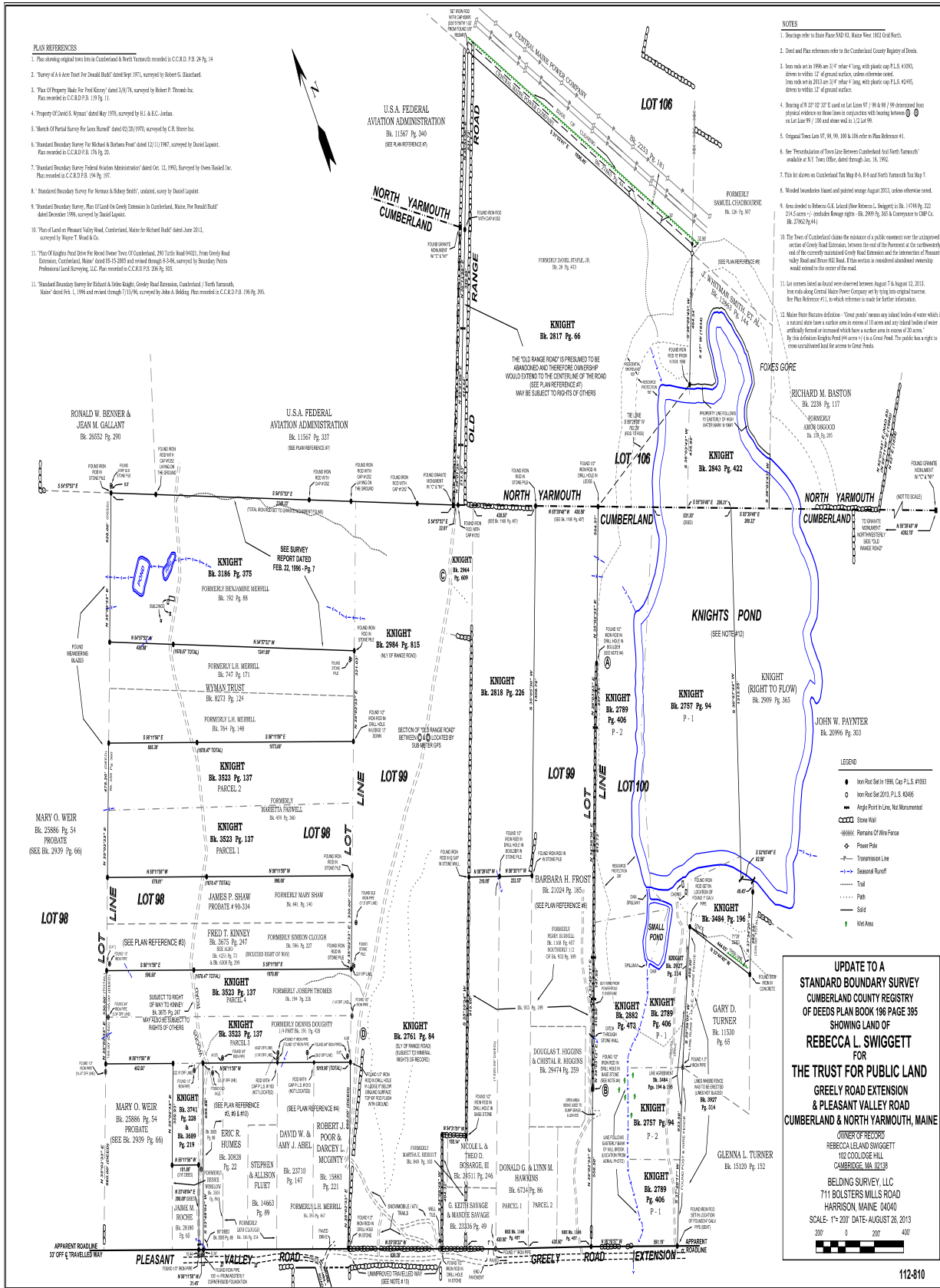
The above described parcel of land containing 113.2 acres more or less, is a portion of the premises conveyed to this grantor as recorded in Cumberland County Registry of Deeds Book 14748 Page 322.

The courses, observations and distances as herein used are the result of an "Update to a Standard Boundary Survey, Cumberland County Registry of Deeds Plan Book 196 Page 395,

Showing Land of Rebecca L. Swiggett for The Trust for Public Land, Greeley Road Extension & Pleasant Valley Road, Cumberland & North Yarmouth, Maine”, plan dated August 26, 2013 and revised June 3, 2014 by Belding Survey, LLC, P.L.S. Me #2495 to which reference is made for further information.

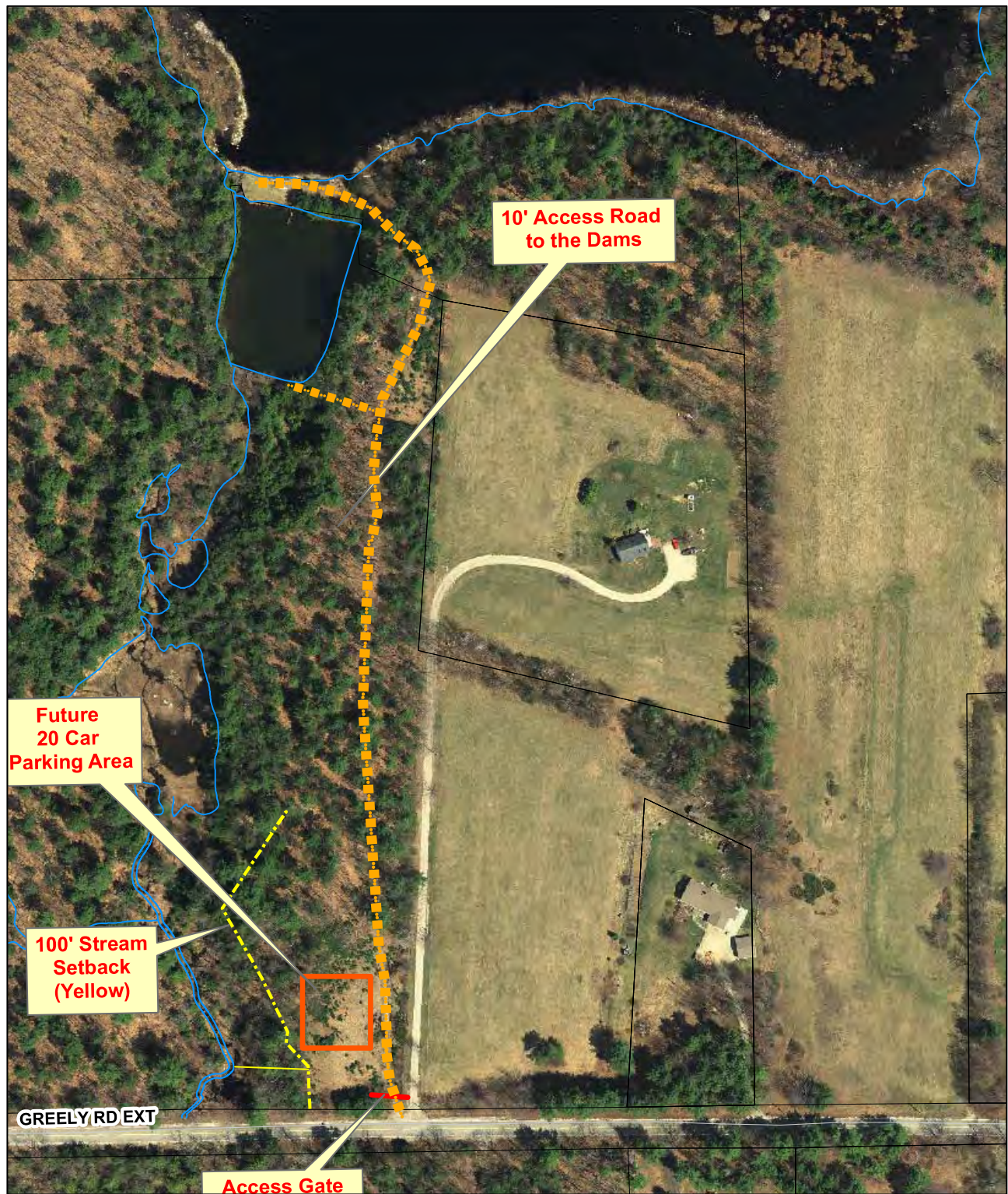
*Note to Attorney from Surveyor: This conveyance should include any right and title the grantor has in and to the “unimproved section” of Greely Road Extension. Reference should be made to right of way of Fred T. Kinney Book 3675 Page 247. Consider also including, any right of way or easement the grantor may have in and to the “woods road” leading northeasterly from Pleasant Valley Road.*

# EXHIBIT B



**EXHIBIT C**  
**Knight's Pond and Blueberry Hill Map**





Town of Cumberland - Knight's Pond 2015  
Exhibit D

**LAND FOR MAINE'S FUTURE FUND  
PROJECT AGREEMENT**  
(Pursuant to P.L. 2007, c.39, Sec E-5)  
*[Fee Version]*

Cooperating Entity: \*

Project Name: \*

Parcel Name: \*

Location: \*

Designated State Agency: \*

---

**Premises Covered by this Agreement:**

(1) The \* Property, being fee ownership of lands located on the \* side of \*, Town of \*, \* County, Maine, and as more fully described in a \* Deed from \* and \* to the \*, dated \* and recorded \* in the \* County Registry of Deeds in Book \*, Page \*, and see also plan by \*, File No. \*, dated \* and recorded in said Registry in Plan Book \*, Page \*.

*[Delete Item 2 if no match lands]*

(2) Match Lands: The \* Property by deed dated \*, and recorded in the \* County Registry of Deeds ("\*") on \* in Book \*, Page \*, and depicted on a Plan of Land \* prepared by \*, dated \*, a copy of which is on file with the Land for Maine's Future Fund application and with the Maine Department of \* and \*. This parcel is offered as Match Land. See Item 4 below for other conditions pertaining to this parcel.

All of the foregoing hereinafter referred to as "the Premises".

---

**Scope (Description of Project): \***

---

**Project Cost:**

LMF Contribution to Cooperating Entity: \$\*

Cooperating Entity: \$\*

---

The following are hereby incorporated into this Agreement:

1. General Provisions
2. Project Application and Attachments by reference
3. Project Boundary Map
4. Other: ***[Delete following language if no match lands. Substitute applicable language]***

That portion of the “Premises” designated as the Match Parcel above is subject to the management restrictions and covenants of this Project Agreement, but is not subject to the Project Agreement General Provisions Part II, section Paragraph H subsection (iv).

The Land for Maine’s Future Board, represented by its Chair, (hereinafter LMFB), and the State of Maine, Department of ***[insert agency name]***, represented by its Commissioner, as the Designated State Agency (hereinafter DSA), and the Cooperating Entity, mutually agree to perform this Agreement in accordance with Title 5, Maine Revised Statutes , Section 6200 et seq., as amended, and augmented by P.L. 2007, c.39, Sec E-~~5~~, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications incorporated herein by reference and hereby made a part hereof.

**Commented [RT1]:** Insert applicable LMF statute reference inserted which identifies the source of LMF funds contributed to named PA property

Subject to the terms hereof and to the availability of funds for this purpose, LMFB hereby agrees, in consideration of the agreements made by the Cooperating Entity herein, to obligate to the Cooperating Entity the amount of money referred to above, and to tender to the Cooperating Entity that portion of the obligation which is required to pay the LMFB’s share of the costs of the above described project. The Cooperating Entity hereby agrees, in consideration of the agreements made by the LMFB herein, to provide the matching funds, and lands, if applicable, and to implement the project described above in accordance with the terms of this Agreement.

**The following special project terms and conditions are added to this Agreement:**

1. The Premises, including any structures located thereon, must remain as a single parcel, under one ownership, and may not be divided into parcels or lots, except for boundary adjustments to resolve bona fide boundary disputes, subject to the approval of the DSA, or as may be approved under Part II, section H subsection (i) of this Agreement. In order to grant any such approval under this provision, the DSA and LMFB must find that the proposed division of the Premises furthers the conservation purpose and objectives of the project as defined in this Agreement and its attachments.

2. The Cooperating Entity shall not prohibit hunting, fishing, or trapping on the Premises, except to the extent of applicable state, local or federal laws and regulations.

3. The Cooperating Entity agrees that any fees or charges imposed for public access to or use of the Premises shall be reasonable and comparable to those charged in Maine for similar facilities, and any such fees must be approved in advance and in writing by the DSA.

4. The Premises or any interest therein may not be sold or transferred without prior written approval of the DSA and LMFB as provided under Part II, section H subsection (i) of this

Agreement, and then only to a federal, state, or local government agency or a non-profit conservation organization which is a "qualified organization" under Section 170(h) of the United States Internal Revenue Code, and a "qualified holder" under Title 33, Maine Revised Statutes, Section 476(2), subject to the condition that the qualified organization expressly agrees to assume the rights and obligations of the Cooperating Entity provided for by this Agreement.

5, 6, etc. *\*[Other terms to be inserted as needed]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \*, 20\*\*.

**THE LAND FOR MAINE'S FUTURE BOARD**

By: \_\_\_\_\_  
William J. Vail, Its Chairman

**STATE OF MAINE  
Department of Agriculture, Conservation and**

**Forestry**

By: \_\_\_\_\_  
Walter E. Whitcomb, Its Commissioner



**COOPERATING ENTITY**

\*

By: \_\_\_\_\_  
Print Name:  
Title:

**STATE OF MAINE**

**County of \***

**Date: \***

Then personally appeared the above-named \*, duly authorized \* (title) of \*  
**[Insert name of Cooperating Entity]** and acknowledged the foregoing to be his/her free act and  
deed in his/her capacity and the free act and deed of said \*.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law  
Print Name: \_\_\_\_\_  
My Commission Expires:  
Seal:

## **LAND FOR MAINE'S FUTURE FUND PROJECT AGREEMENT GENERAL PROVISIONS**

### **Part I – DEFINITIONS**

1. The term “DSA” or “Agency” as used herein means the Designated State Agency as shown on Page 1 of the Project Agreement.
2. The term “Director” as used herein means the Commissioner or agency head of the DSA or any representative lawfully delegated the authority to act for such Director.
3. The term “Premises” as used herein means the lot or parcel or parcels of land as described and shown on Page 1 of the Project Agreement.
4. The term “Project” as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the Project Agreement, and as described on Page 1 of the Project Agreement.
5. The term “Cooperating Entity” as used herein means a political subdivision or instrumentality of the State of Maine or a non-profit conservation corporation which will implement the Project as provided in this Agreement.

### **Part II – CONTINUING ASSURANCES**

The Cooperating Entity specifically recognizes that Land for Maine’s Future Fund project assistance creates an obligation to acquire, use and maintain the property described in the Project Agreement consistent with Title 5, M.R.S., Section 6200 et seq., as amended, and augmented by P.L. 2007, c.39, Sec E-5, and the following requirements:

**A. LEGAL AUTHORITY:** The Cooperating Entity warrants and represents that it possesses the legal authority to apply for the grant and to otherwise carry out the project in accordance with the terms of this Agreement, and has either marketable title to the Premises or a binding Agreement to acquire the same. A resolution or similar action has been duly adopted by the governing body of the Cooperating Entity authorizing the filing of the application and implementation of the Project, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Cooperating Entity to act in connection with the application and to provide such additional information as may be required by the LMFB or the DSA and to enter into this Agreement.

**B. FINANCIAL ABILITY:** The Cooperating Entity warrants and represents that it has the funds and the commitment to finance the cost share of acquisition together with all other costs of the Project, including for monitoring and management, except the Land for Maine’s Future Fund share stated on the cover page of this Agreement.

**C. USE OF FUNDS:** The Cooperating Entity shall use moneys granted by LMFB only for the purposes of acquisition/access improvement of the Project as approved by LMFB and provided for herein.

**D. USE AND MAINTENANCE OF PREMISES:** The Cooperating Entity shall assure that the Premises shall be forever used, operated and maintained as prescribed in this Agreement and all applicable laws, including without limitation Title 5, M.R.S. Section 6200 et seq., as amended and augmented by P.L. 2007, c.39, Sec E-5. ~~Permits and licenses necessary for the implementation of this Agreement or use of the Premises shall be obtained and complied with by the Cooperating Entity.~~ All costs of acquisition or implementation of the Project and ownership and management of the Premises shall be paid by the Cooperating Entity, except as to the cost share to be provided by LMFB as specified herein. The Cooperating Entity shall ensure that appropriate signage is established and maintained on the Premises in a prominent location to acknowledge the support of the Lands for Maine's Future Program.

**Commented [RT2]:** Insert applicable LMF statute reference inserted which identifies the source of LMF funds contributed to named PA property

**E. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS:** The Cooperating Entity shall keep a permanent record in the Cooperating Entity's property records, available for public inspection, to clearly document that the property described in this Project Agreement, and the signed and dated Project boundary map made part of this Agreement has been acquired with Land for Maine's Future Fund assistance and that it cannot be converted to uses other than those specifically provided by this Agreement without the prior written approval of the LMFB and the Director of the DSA..

Financial records, supporting documents, statistical records, monitoring records and all other records pertinent to this grant and the Project shall be retained by the Cooperating Entity and may be inspected by representatives of LMFB and the DSA during normal business hours.

**F. ANNUAL REPORTING REQUIREMENTS:** On each anniversary of this Agreement, the Cooperating Entity shall report on an annual basis on a monitoring form as approved by LMFB. The form shall be sent to: 1) the Director of the DSA; and (2) the Director of LMFB. For the purposes of this Agreement, the anniversary date for reporting purposes shall be the date of recording of this instrument in the applicable registry of deeds.

**G. RIGHT OF ENTRY:** The DSA or LMFB, its employees, agents and representatives, shall have the right to enter the Premises at all times and in any manner without prior notice to assure compliance with the terms of this Agreement and any applicable laws.

**H. PROVISIONS IN THE EVENT OF TRANSFER:**

**i. PRIOR NOTICE AND APPROVAL:** In the event of any intended sale or transfer, in whole or in part, of the Premises or any interest therein, the Cooperating Entity shall provide at least sixty (60) days prior written notice of the same to the DSA and LMFB and shall obtain written consent from the same prior to such transfer.

**ii. DISSOLUTION:** In the event of dissolution of the Cooperating Entity, at least sixty (60) days prior written notice of such shall be provided to: (1) the Director, DSA; and (2)

Director, LMFB. Prior written consent to the transfer and disposal of the Premises shall be obtained from LMFB as with a conveyance of the Premises under Subsection H(i) unless the DSA requires that the Cooperating Entity transfer title to the Premises to the DSA or a successor designated by the DSA under Subsection I(d).

**iii. SUCCESSORS AND ASSIGNS:** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Cooperating Entity shall incorporate the terms of this Agreement by reference in any deed or other instrument by which the Cooperating Entity sells or transfers any interest (including leasehold interest) in all or a portion of the Premises. In the event that the LMFB or the DSA ceases to exist, the rights and responsibilities of that party shall automatically be vested in any successor agency designated by the Legislature. Failing legislative designation, the successor agency shall be as determined by the Governor.

**iv. SHARE IN PROCEEDS:** In the event of any sale, transfer, or condemnation of any or all of the Premises or disposal of the Premises pursuant to dissolution (hereinafter "transfer"), the Cooperating Entity shall pay to the Land for Maine's Future Fund, or to another fund designated by the LMFB, a share of the proceeds of the transfer. For the purposes of this Agreement, this share is defined as the product of:

- (a) the ratio of the value of the LMF's contribution to the value of the Premises as a whole as of the date of this Agreement, hereby established as XX%, multiplied by
- (b) the appraised value of the transferred Premises or portion thereof at the time of the transfer, unencumbered by this Agreement or other encumbrances recorded after the date of this Agreement (excluding value attributable to authorized improvements to the Premises made after the date of this grant and not paid for by the State).

The LMFB may waive receipt of any proceeds, provided that the said funds are applied to conservation of a substitute property as approved by the LMFB. This payment to the fund shall not relieve the transferee of the continuing obligations to hold, manage and use the Premises under the terms of this Agreement.

The State's share of proceeds shall be paid to the LMF at the time of the transfer, sale, condemnation or dissolution.

**I. ENFORCEMENT ALTERNATIVES:** In the event that the Cooperating Entity does not meet one or more of its obligations under this Agreement or the deed restrictions and covenants by which it holds title to the Premises, or in the event of dissolution of the Cooperating Entity, the DSA may exercise, in its sole discretion, any of the following remedies following written notice and thirty (30) days opportunity for the Cooperating Entity to cure the default:

- (a) any of the remedies or rights set forth in the Cooperating Entity's deed to the Premises;
- (b) the right to require specific performance on the part of the Cooperating Entity;



- (c) the right to a return of the State's share of proceeds as defined in Section H (iv); and
- (d) any other rights or remedies available at law or in equity including, but not limited to, the right to require that the Cooperating Entity perform remedial work and transfer title to the Premises to the DSA or a successor designated by the DSA under such terms and conditions as the court may require. In the event that the DSA exercises any of the rights available to it upon default of the Cooperating Entity, the Cooperating Entity shall reimburse the DSA for its costs of enforcement and collection, including reasonable attorneys' fees.

In addition to the foregoing remedies, it is understood and agreed that the Project creates a public charitable trust entitled to all the protections thereof under state law.

**J. AMENDMENT:** This Agreement may not be amended, in whole or in part, except with the written consent of all of the parties hereto.

**K. NOTICES:** Any notices or requests for approval required by this Agreement shall be in writing and shall be personally delivered or sent registered or certified mail, return receipt requested, or by other courier providing reliable proof of delivery, to the Cooperating Entity, the DSA and the LMFB at the following addresses, unless one has been notified by the others of a change of address:

**To Cooperating Entity:** *[insert name & address]*

**To DSA:** *[insert name & address]*

**To LMFB:** c/o Land for Maine's Future Program  
22 State House Station  
Augusta, Maine 04333

Commented [RT3]: Insert correct LMF address

NOTE: For the purposes of notice provisions under this Section K, the DSA and the LMFB shall be referred to collectively as the "State", and when being sent, notices shall be sent to both entities.

- (a) In the event that notice mailed to the Cooperating Entity at the last address on file with the State is returned as undeliverable, the State shall send notice by certified mail, return receipt requested, or by such commercial carrier as requires a receipt, and by regular mail to the Cooperating Entity's last known address on file with the tax assessment records of the municipality of *[insert name of town where project land is located]*, Maine, and with the Bureau of Corporations, Secretary of the State of Maine, if applicable and the mailing of such notice shall be deemed compliance with the notice provisions of this Agreement. The Cooperating Entity's notices must include sufficient information to enable the State to determine whether Cooperating Entity's plans are consistent with the terms of this Agreement and the conservation purposes hereof.

Commented [RCT4]: Not all Cooperating Entities will be a corporate entity, e.g. a municipality

(b) When the Cooperating Entity is required to obtain the State's prior written consent and approval, the Cooperating Entity's request shall be in the form of a written application and shall include sufficient details and specifications for the State to adequately review and analyze the same.

Within 60 days of receipt of a complete application, the State shall provide a written decision which shall grant, grant with conditions, withhold approval, or, with consent of the Cooperating Entity, extend the time within which to complete analysis of the application. The parties agree that the application and review process shall be completed as expeditiously as possible.

(c) The State shall not give written consent and approval unless the Cooperating Entity demonstrates to the satisfaction of the State that the proposed use or facilities is consistent with the terms, conditions, and purposes of this Agreement and will not diminish or impair the natural resources and scenic values of the Protected Property.

(d) In the event that the Protected Property is owned by more than one Cooperating Entity, the Cooperating Entity or its successor owners shall designate an agent responsible for the seeking of approvals from the State, and for the receipt of notices from the State. In the event that no single entity or agent is so designated, the approval of or notice to any executive officer of the Cooperating Entity shall be deemed the approval of or notice to all such owners.

[remainder of page left blank]

**Exhibit A**

[Insert final Legal Description of Project Agreement property]

[remainder of page left blank]

**Exhibit B**

[Insert final reduced version of Boundary Survey map applicable to Project Agreement property]

[remainder of page left blank]



# NEW BUSINESS

Bill, Council + Staff,

Thank you so much for the  
beautiful floral arrangement!

That was so thoughtful of you all.

Can't wait for you all to meet  
Miss Lily! - Alyssa



# TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland Center, Maine 04021-9321

Telephone (207) 829-5559 • Fax (207) 829-2214

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April 16, 2015

Re: Speed Tables

Dear Val Halla, Hedgerow & Country Charm Road Residents:

During our recent neighborhood meetings, residents on Country Charm expressed a desire to eliminate the speed tables on their road in the future. This year the temporary speed bumps were scheduled to be installed on May 1. Some of the residents who had the speed bumps in front of their homes requested they do not come back this year.

This year all the prep work for the road will be completed. Drainage improvements, small excavation areas, drainage outlets, etc. Once that is completed, the first coat of pavement will be laid to reshape and restore the road. Then next spring the final coat of pavement will be placed. All this was explained in the neighborhood meetings, but not everyone could attend.

The Town plans to install permanent speed tables on your streets. Those speed tables are 14' long by nearly the full width of the pavement. Those would be installed next spring with the final paving.

I have attached a questionnaire for you on the next page and I'd really appreciate you consider the questions carefully as we try to plan for the installation of the speed tables for next year.

One final piece of advice, please don't schedule to have your driveway repaved prior to Spring of 2016 and after the final coat of pavement is placed. Your driveway will match much better to the new road then trying to guess what the new height of the pavement will be at your driveway and the street intersection.

Sincerely,

William R. Shane, P. E.

Town Manager

cc: Chris Bolduc, Asst. Manager, [cbolduc@cumberlandmaine.com](mailto:cbolduc@cumberlandmaine.com)

Doug Reynolds, Project Engineer, [DReynolds@gorrillpalmer.com](mailto:DReynolds@gorrillpalmer.com)





## Speed Table Survey 2015

1. Would like to see the Speed Bumps continue on your Street this year – 2015?      Yes ☐      No ☐

2. If yes, would you like to see the Speeds Bumps in front of your home for this year?      Yes ☐      No ☐

Those homes within 500' of the intersecting street may not be eligible for the Speed Bump due to the lack of effectiveness they have that close to the Stop Sign.

3. Would you be in favor of permanent speed humps, per the attached sheet, once the final coat of pavement is installed in 2016?      Yes ☐      No ☐

Your Address: \_\_\_\_\_

Phone or email: \_\_\_\_\_  
\_\_\_\_\_

Please return to: Bill Shane, Town Manager  
290 Tuttle Road  
Cumberland, Maine 04021

<p>0U14 0021 0000</p> <p>DOUBLEDAY GLORIA W - TRUSTEE &lt;null&gt; 6711 N OCEAN BLVD OCEAN RIDGE</p> <p>FL 33435</p>	<p>0U14 0114 0000</p> <p>WESCOTT SANDRA H &lt;null&gt; 8 HEDGEROW DRIVE CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0129 0000</p> <p>BROOKES JEFFREY H BALZANO-BROOKES LUANNE V 31 VAL HALLA ROAD CUMBERLAND</p> <p>ME 04021</p>
<p>0U14 0036 0000</p> <p>DREWRY, TRISHA S LABBE, RYAN P 2 HEDGROW DRIVE CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0115 0000</p> <p>GUIDI JAMES P GUIDI ALICE E 14 HEDGEROW DRIVE CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0130 0000</p> <p>WESTHOVEN ROBERT C SILVER SHARON G 31 HEDGEROW DRIVE CUMBERLAND CTR</p> <p>ME 04021</p>
<p>0U14 0037 0000</p> <p>PACKARD GERALD M - TRUSTEE* PACKARD CLAUDIA A - TRUSTEE 373 MAIN STREET CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0116 0000</p> <p>YOUNG LYNN M - TRUSTEE RICHARDSON PEGGY A - TRUSTEE 139 THUNDERMIST ROAD BAR HARBOR</p> <p>ME 04609</p>	<p>0U14 0137 0000</p> <p>BARRETT GEORGE K BARRETT ANGELICA M 2 COUNTRY CHARM ROAD CUMBERLAND</p> <p>ME 04021</p>
<p>0U14 0062A0000</p> <p>WALL JEFFREY A WALL ELIZABETH T 45 VAL HALLA ROAD CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0123 0000</p> <p>GAGNE PETER G GAGNE CHERYL L 5 HEDGEROW DRIVE CUMBERLAND CTR</p> <p>ME 04021</p>	<p>0U14 0138 0000</p> <p>MEGATHLIN CRAIG S MEGATHLIN JOYCE M 4 COUNTRY CHARM ROAD CUMBERLAND</p> <p>ME 04021</p>
<p>0U14 0062B0000</p> <p>DEL BIANCO PETER H JR HOFFMAN ELLEN 35 VAL HALLA ROAD CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0124 0000</p> <p>LOWELL DAVID S LOWELL VENITA C 20 HEDGEROW DRIVE PO BOX 353 CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0149 0000</p> <p>CARLSON CARL W III CARLSON STACEY L 8 COUNTRY CHARM ROAD CUMBERLAND</p> <p>ME 04021</p>
<p>0U14 0063 0000</p> <p>ANDREWS SAMUEL G ANDREWS SHERAN A 40 VAL HALLA ROAD CUMBERLAND CTR</p> <p>ME 04021</p>	<p>0U14 0125 0000</p> <p>HIGGINS JAMES A HIGGINS THERESA A 22 HEDGEROW DRIVE CUMBERLAND CTR</p> <p>ME 04021</p>	<p>0U14 0150 0000</p> <p>JAGOLINZER KAREN ANN - TRUSTEE JAGOLINZER BRUCE MARTIN - TRUSTEE 10 COUNTRY CHARM ROAD CUMBERLAND</p> <p>ME 04021</p>
<p>0U14 0063A0000</p> <p>GREEN WILLIAM C GREEN PAMELA M 34 VAL HALLA ROAD CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0126 0000</p> <p>DONAHUE JAMES B DONAHUE LINDA A 24 HEDGEROW DRIVE CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0151 0000</p> <p>PERRY DANIEL JOHN PERRY ELIZABETH SKELTON 12 COUNTRY CHARM RD CUMBERLAND</p> <p>ME 04021</p>
<p>0U14 0063B0000</p> <p>WHIPPLE PHOEBE MILLIKEN WHIPPLE JAMES N 48 VAL HALLA ROAD CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0126A0000</p> <p>OTTOW JOSHUA J OTTOW LEAH C 19 COUNTRY CHARM RD CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0152 0000</p> <p>CARUSO LOUIS J JR CARUSO LISA M 14 COUNTRY CHARM RD CUMBERLAND</p> <p>ME 04021</p>
<p>0U14 0063C0000</p> <p>LALUMIERE MARY A &lt;null&gt; P O BOX 308 CUMBERLAND CTR</p> <p>ME 04021</p>	<p>0U14 0127 0000</p> <p>LAMBRIDES GEORGE H LAMBRIDES LINDA C 26 HEDGEROW DRIVE CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0153 0000</p> <p>WEIR ELIZABETH C &lt;null&gt; 16 COUNTRY CHARM ROAD CUMBERLAND</p> <p>ME 04021</p>
<p>0U14 0113 0000</p> <p>RYER MARY S &lt;null&gt; 6 HEDGEROW DRIVE CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0128 0000</p> <p>LAMBERT DANIEL A LAMBERT ARLENE L 28 HEDGEROW DRIVE PO BOX 583 CUMBERLAND</p> <p>ME 04021</p>	<p>0U14 0154 0000</p> <p>MAGEE SALLY D &lt;null&gt; 11 VAL HALLA ROAD CUMBERLAND</p> <p>ME 04021</p>

	OU14 0155 0000
FULDA LINDA S <null> 15 VAL HALLA ROAD CUMBERLAND CTR	ME 04021
	OU14 0156 0000
WHITTUM JEFFREY P WHITTUM LINDA F 18 COUNTRY CHARM ROAD CUMBERLAND	ME 04021
	OU14 0157 0000
SAUNDERS JENNIFER <null> 20 COUNTRY CHARM RD CUMBERLAND	ME 04021
	OU14 0158 0000
RICHTER ELIZABETH T <null> 21 COUNTRY CHARM ROAD CUMBERLAND	ME 04021
	OU14 0159 0000
ROCHON JOSEPH C ROCHON SUZANNE M 15 COUNTRY CHARM RD POBOX 51A CUMBERLAND	ME 04021
	OU14 0160 0000
RANDALL MURIEL <null> 13 COUNTRY CHARM RD CUMBERLAND	ME 04021
	OU14 0161 0000
CLANCY PATRICK M CLANCY BLAIR B 11 COUNTRY CHARM RD CUMBERLAND	ME 04021
	OU14 0162 0000
CUNNINGHAM, STEPHANIE <null> 73 STEEPLECHASE ROAD NORTH YARMOUTH	ME 04097
	OU14 0163 0000
GETCHELL LINDSLEY Z <null> 7 COUNTRY CHARM ROAD CUMBERLAND	ME 04021
	OU14 0164 0000
JOHNSON ERIC H JOHNSON DEBRA BUSK 1 COUNTRY CHARM ROAD CUMBERLAND	ME 04021

**Notice of Decision**

**Date:** March 23, 2015

**To:** Town of Cumberland  
Bill Shane, Town Manager  
290 Tuttle Road  
Cumberland, ME 04021

**Re:** Public Hearing- Recommendation to the Town Council on the proposed five – year Capital Improvement Plan(CIP) Fiscal Years 2016-2020 for Town of Cumberland.

- The Board voted to send a favorable recommendation to the Town Council for the proposed 2016-2020 Capital Improvement Plan.

**Findings of Fact:** None

**Waivers granted:** None

**Waivers Denied:** None

**Standard Conditions of Approval**

This approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from the plans, proposals and supporting documents, except minor changes as so determined by the Town Planner, which do not affect approval standards, is subject to review and approval of the Planning Board prior to implementation.

Cumberland Planning Board



\_\_\_\_\_  
Christopher S. Neagle, Board Chair



# **Capital Improvements Plan**

**FY 2016- FY 2020**

The Town Charter requires a 5-year Capital Program be submitted to the Town Council with a recommendation from the Planning Board annually. While the attached narrative below focuses on the upcoming year, the entire project listing can be found on pages 13-18 inclusive.

The Planning Board's role in the past has been an endorsement that Staff presented the plan, the Planning Board held a public hearing and then forwarded the CIP to the Town Council with a recommendation for changes or an acceptance of the plan as presented.

## **TOWN CHARTER**

### **ARTICLE VI**

#### **Budget**

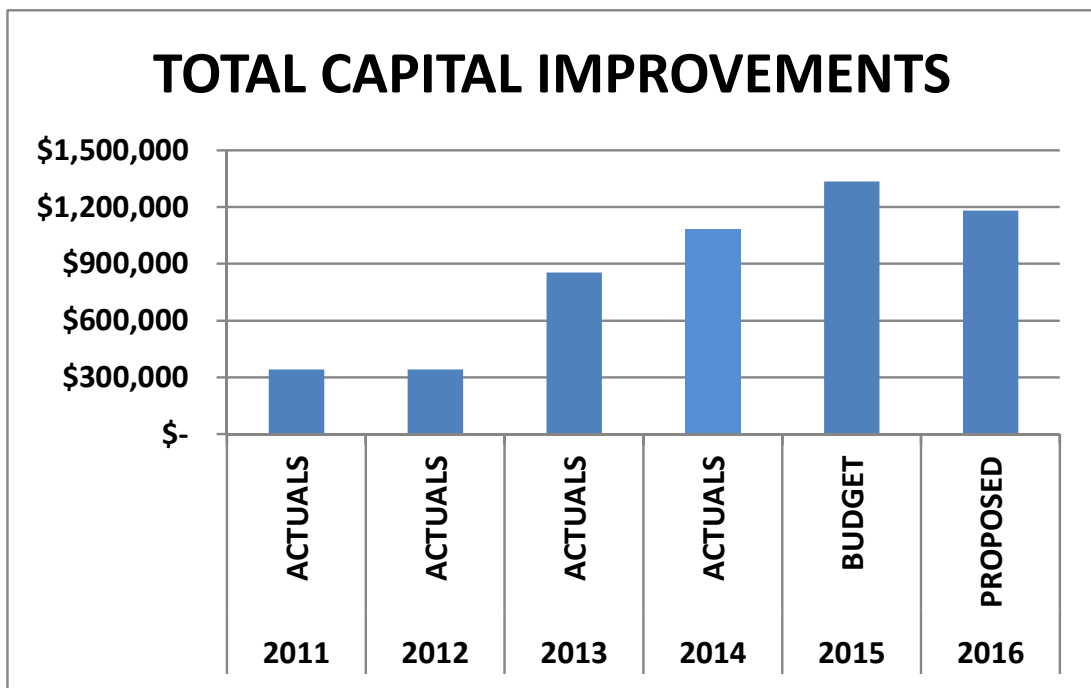
#### **Section 3. Capital Program**

- (a) **Submission to the Council.** The Manager with the assistance of the Planning Board shall prepare and submit to the Council a five-year Capital Program at least three months prior to the final date for submission of the budget.
- (b) **Contents.** The Capital Program shall include:
  - 1. A clear general summary of its contents;
  - 2. A list of all capital improvements which are proposed to be undertaken during the five (5) fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements;
  - 3. Cost estimates, method of financing and recommended time schedules for each improvement; and
  - 4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

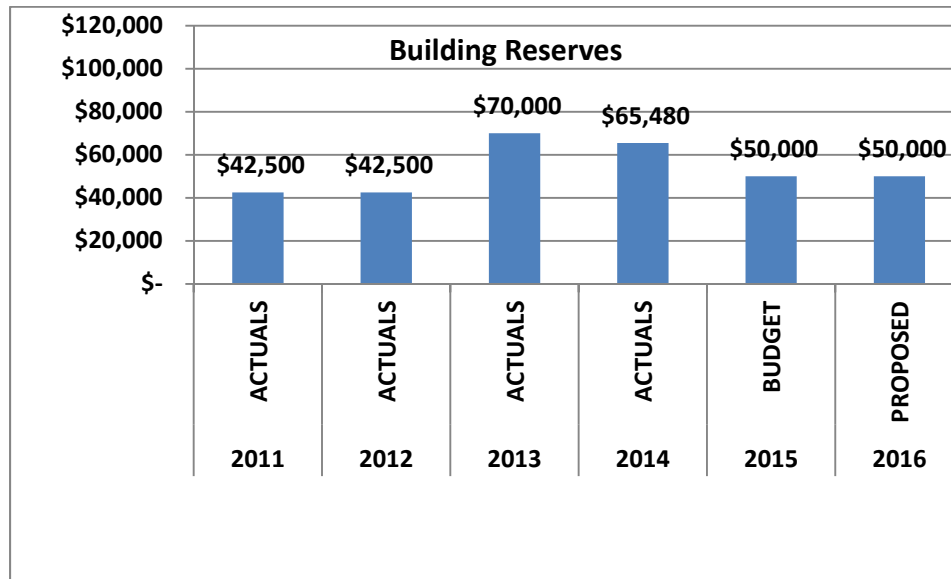
## Capital Improvements Plan- FY 2016

Capital Program	2011	2012	2013	2014	2015	2016	EST	% TO
	ACTUALS	ACTUALS	ACTUALS	BUDGET	BUDGET	PROPOSED	GOAL	GOAL
Building Reserves	\$ 42,500	\$ 42,500	\$ 70,000	\$ 65,480	\$ 50,000	\$ 50,000	\$ 125,000	40.00%
Environmental Reserves	\$ 30,000	\$ 30,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	100.00%
Equipment Reserves	\$ 182,000	\$ 182,000	\$ 333,500	\$ 387,500	\$ 364,500	\$ 354,500	\$ 450,000	78.78%
Major Infrastructure	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 125,000	\$ 225,000	\$ 100,000	225.00%
Road Paving	\$ 78,985	\$ 78,985	\$ 410,637	\$ 598,713	\$ 762,365	\$ 700,000	\$ 800,000	87.50%
TIF Funding from NG Lines						\$ (180,000)		
<b>TOTAL CAPITAL IMPROVEMENTS</b>	<b>\$ 333,485</b>	<b>\$ 333,485</b>	<b>\$ 896,137</b>	<b>\$ 1,133,693</b>	<b>\$ 1,333,865</b>	<b>\$ 1,181,500</b>	<b>\$ 1,507,000</b>	<b>88.51%</b>



## **FY 2016 Capital Funding Requests:**

### **Building Reserves – 40% of Goal**



Capital Program	2011 ACTUALS	2012 ACTUALS	2013 ACTUALS	2014 ACTUALS	2015 BUDGET	2016 PROPOSED	EST GOAL	% TO GOAL
Building Reserves	\$ 42,500	\$ 42,500	\$ 70,000	\$ 65,480	\$ 50,000	\$ 50,000	\$ 125,000	40.00%

Our plan will be broken into heating plants, roofs, exterior surfaces, parking lots, and other projects, which would exceed the \$10,000 threshold. Carpets, painting and electrical work will typically be budgeted annually in the Building Maintenance Account.

**This year we will focus efforts on conversions to new natural gas heating systems for the Town Hall, both Fire Stations and West Cumberland Hall.** We will begin the interior building conversions to the Hall this Spring.

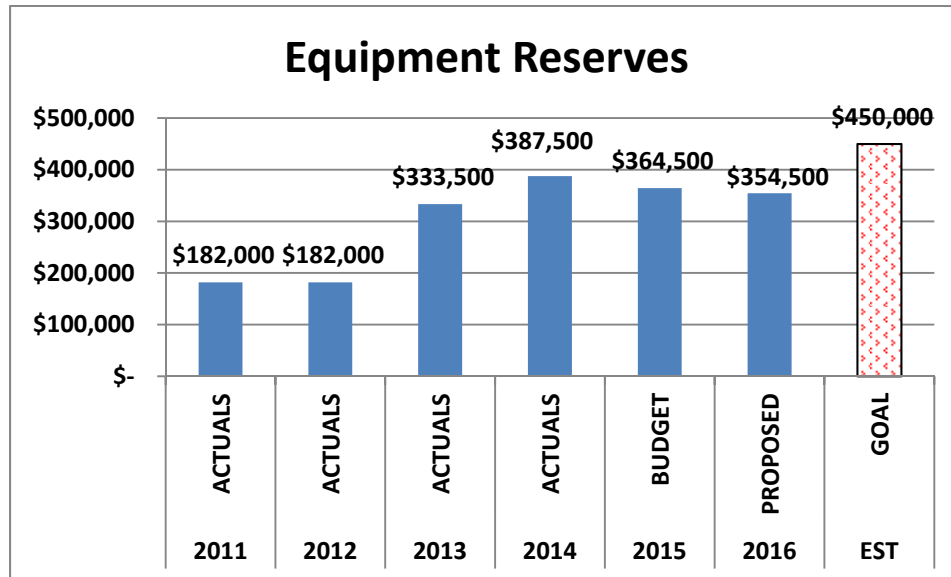
### **Environmental Reserves – 100% of Goal**

When the population density around the town center grew to more than 1,000 people per square mile, we became a MS2 Town, or an urban classified watershed. The abbreviated explanation for this classification is that we must be more vigilant with our run-off and storm water. Monitoring, education and a lot of what we always have done are required to be documented and submitted to the MDEP annually. Twenty communities partnered in developing educational programming to assist all of us in this federal (EPA) mandate.

## Equipment Reserves – 79% of Funding Goal

This category includes all equipment except for Fire Trucks. The total funding is based upon depreciation schedules of all equipment excluding Fire. The Total value of all Non- Fire Equipment equals \$4.5 Million with equipment life expectancies from 4 to 15 years.

Capital Program	2011 ACTUALS	2012 ACTUALS	2013 ACTUALS	2014 ACTUALS	2015 BUDGET	2016 PROPOSED	EST GOAL	% TO GOAL
Equipment Reserves	\$ 182,000	\$ 182,000	\$ 333,500	\$ 387,500	\$ 364,500	\$ 354,500	\$ 450,000	78.78%



## **Replacement of two Police Cruisers - \$60,000**

### Police Vehicles January 2015 Mileage

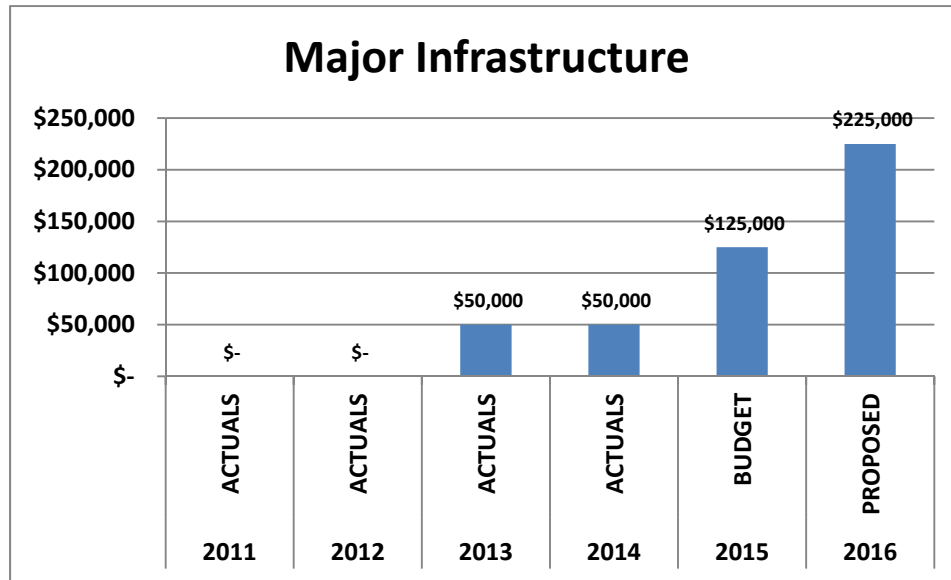
	<u>1/15</u>	<u>1/14</u>
VEHICLE 1 2005 FORD EXPLORER SUV – SRO	108,269	(102,764) <b>To be Replaced</b>
VEHICLE 2 2013 FORD EXPLORER SUV	79,235	(43,929)
VEHICLE 3 2014 FORD EXPLORER SUV	54,414	(14,483)
VEHICLE 4 2005 FORD EXPLORER SUV	93,780	(78,984) <b>To Be Replaced</b>
VEHICLE 5 2013 FORD EXPLORER SUV	78,124	(45,414)
VEHICLE 6 2015 FORD EXPLORER SUV	10,420	NEW
VEHICLE 7 2005 FORD PICK-UP F150 - ACO	131,371	(125,693) <b>To Be Replaced</b>



## Replacement Other Equipment

Account Explanation				# of Units	Unit Price	Total
Police SUV x2	Police					\$ 60,000
pay for one End of Year						\$ (30,000)
Plow Truck	Highway			1	\$ 170,000	
Loader Tires - Winter Tires for Komatzsu	Highway			1 set	\$ 20,000	
1 Ton- Parks	Highway			1	\$ 50,000	
Road Side Mower Deck	Highway			1	\$ 6,000	
10 Ton Trailers	Highway			1	\$ 10,000	
					\$ 256,000	\$ 256,000
Fire/ EMS	Fire					\$ 46,500
Police Equipment	Police					\$ 22,000
				TOTAL COST		\$ 354,500

## Major Infrastructure – 225% of Funding Goal



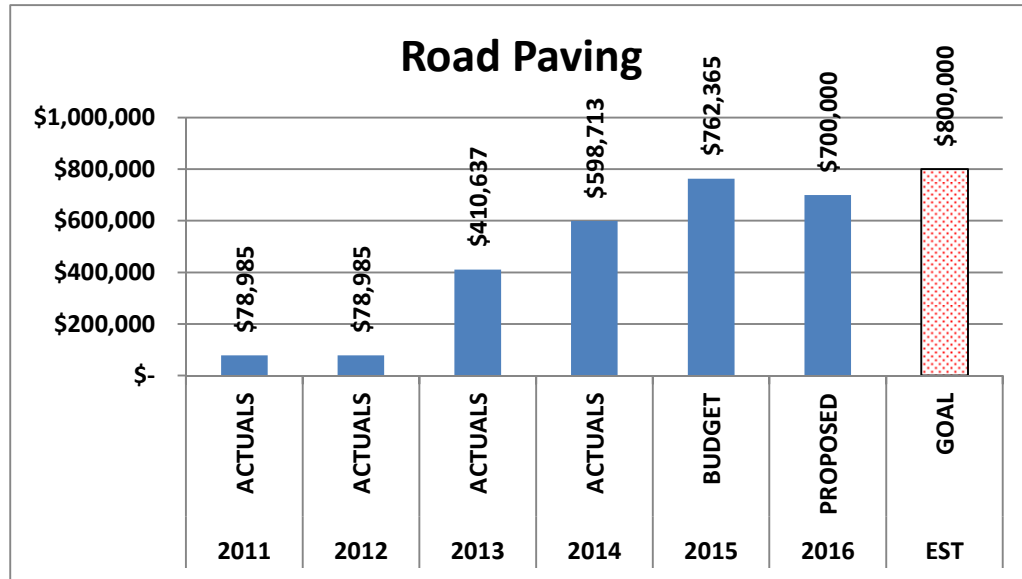
Capital Program	2011 ACTUALS	2012 ACTUALS	2013 ACTUALS	2014 ACTUALS	2015 BUDGET	2016 PROPOSED	EST GOAL	% TO GOAL
Major Infrastructure	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 125,000	\$ 225,000	\$ 100,000	225.00%

Drainage Repairs around Town (\$50,000) and final funding (\$175,000) for Blackstrap Road project for Summer 2015. The next major Project is Middle Road from Tuttle to the Falmouth Town Line. Engineering is planned to start in 2017 with bonding to occur in 2018.

	FY 16	FY17	FY18	FY19	FY20	FY21	FY22
<b>Paving Plan</b>	\$ 700,000	\$ 725,000	\$ 741,000	\$ 781,000	\$ 825,000	\$ 540,000	\$ 580,000
<b>Major Infrastructure</b>							
<b>MDOT</b>	<b>Blanchard - \$150K</b>		<b>\$150,000</b>				
<b>Blackstrap</b>	\$ 175,000	\$ -					
<b>Middle Rd</b>		\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000
<b>Middle (2)</b>		\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
<b>Drainage</b>	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
<b>Total Needs</b>	\$ 925,000	\$ 1,095,000	\$ 1,261,000	\$ 1,151,000	\$ 1,195,000	\$ 910,000	\$ 950,000

## Road Paving – 87.50% of Funding Goal

Capital Program	2011 ACTUALS	2012 ACTUALS	2013 ACTUALS	2014 ACTUALS	2015 BUDGET	2016 PROPOSED	EST GOAL	% TO GOAL
Road Paving	\$ 78,985	\$ 78,985	\$ 410,637	\$ 598,713	\$ 762,365	\$ 700,000	\$ 800,000	87.50%



The full paving plan is attached as an appendix to this report. As concerning as past funding levels may be, we are on a good path now. Difficult future funding choices will always need to be made, but capital funding must remain at a priority level or the future costs will be financially oppressive.

Street	Length Feet
Acorn Lane	1,600
Cottage Farms Road	955
Lawn Avenue	1,310
Lockwood Lane	370
Maple Street	1,415
Newel Ridge	2,275
Oak Ridge Road	2,575
Range Way	500
Spar Hawk Lane	700
Wood Circle	805
	<b>12,505</b>
	2.39
	<b>Miles</b>

Street	Length Feet
Balsam Drive	1,460
Candlewick Lane	645
Carol Street	390
Country Charm Road	1,455
Crestwood Road	1,585
Farwell Ave Total	1,385
Hedgerow Dr	1,975
Hemlock Dr	2,290
Hillcrest Drive Total	2,325
Linda Street	380
Longview Street	390
Pinewood Drive	2,480
Prince Street	840
Val Halla Road	2,665
Woodside Drive Total	2,430
	<b>22,695</b>
	4.31
	<b>Miles</b>

## Paving Details for Summer 2015

Street	Beg desc	Length Feet	Length Miles	Last Pave Date	2011 PCR	2016 PCR	Planned Improve Date	Planned Improve Type	Projected Expense 2014/2015	Next Pave Date
Acorn Lane	Oak Ridge Rd	1,600	0.30	1994	3.59	2.82	2014	Overlay	\$45,968	2027
Cottage Farms Road	Main St	955	0.17	1995	3.34	2.67	2014	Overlay	\$26,048	2027
Lawn Avenue	Main Street	1,310	0.27	1995	2.76	2.17	2014	Overlay	\$41,371	2027
Lockwood Lane	Cottage Farms	370	0.07	1995	3.23	2.56	2014	Overlay	\$10,726	2027
Maple Street	Lawn Ave-west	1,415	0.27	1995	2.25	1.97	2014	Reclaim	\$107,399	2027
Newel Ridge	Greely Rd Ext	2,275	0.43	1995	3.83	2.98	2014	Overlay	\$65,887	2027
Oak Ridge Road	Greely Rd Ext	2,575	0.49	1994	2.92	2.30	2014	Overlay	\$75,080	2027
Range Way	Middle Rd	500	0.09	2006	5.00	3.85	2014	Overlay	\$13,790	2027
Spar Hawk Lane	Cottage Farms	700	0.14	1995	2.91	2.31	2014	Overlay	\$21,452	2027
Wood Circle	Acorn Ln	805	0.16	1994	2.94	2.34	2014	Overlay	\$24,516	2027

**12,505      2.39**

**\$432,236**

Street	Beg desc	Length Feet	Length Miles	Last Pave Date	2011 PCR	2016 PCR	Planned Improve Date	Planned Improve Type	Projected Expense 2015/2016	Next Pave Date
Balsam Drive	Farwell- west	1,460	0.28	1990	3.35	2.68	2015	Overlay	\$42,903	2028
Candlewick Lane	Country Charm	645	0.12	1995	2.55	2.01	2015	Overlay	\$18,387	2028
Carol Street	Woodside	390	0.07	1995	3.09	2.47	2015	Overlay	\$10,726	2028
Country Charm Road	Val Halla	1,455	0.28	1995	3.20	2.53	2015	Overlay	\$42,903	2028
Crestwood Road	East Pinewood	1,585	0.30	2003	3.54	2.79	2015	Overlay	\$46,968	2028
Farwell Ave Total	Main Street	1,385	0.26	1995			2015	Overlay	\$40,193	2028
Hedgerow Dr	Main Street	1,975	0.38	1995	2.29	1.75	2015	Overlay	\$58,226	2028
Hemlock Dr	Prince	2,290	0.44	1990	3.63	2.85	2015	Overlay	\$67,419	2028
Hillcrest Drive Total	Woodside	2,325	0.44	1995			2015	Overlay	\$67,471	2028
Linda Street	Hillcrest	380	0.07	1995	2.56	2.02	2015	Overlay	\$11,028	2028
Longview Street	Woodside	390	0.07	1995	2.02	1.52	2015	Overlay	\$11,318	2028
Pinewood Drive	Hemlock	2,480	0.46	1995	3.78	2.95	2015	Overlay	\$70,484	2028
Prince Street	Farwell- west	840	0.16	1995	2.35	1.78	2015	Reclaim	\$63,644	2028
Val Halla Road	Greely Rd	2,665	0.51	2004	4.07	3.16	2015	Overlay	\$78,145	2028
Woodside Drive Total	Main Street	2,430	0.46	1995			2015	Overlay	\$70,518	2028

**22,695      4.31**

**\$700,330**



### Summer 2016

Street	Length Miles	Last Pave Date	2011 PCR	2016 PCR	Planned Improve Date	Planned Improve Type	Projected Expense 2016/2017	Next Pave Date
Forest Lake Rd	0.72	1995	2.58	2.03	2016	Overlay	\$110,322	2029
Forest Lane	0.44	1995	2.98	2.36	2016	Overlay	\$68,052	2029
George Road	0.26	1993	3.40	2.68	2016	Overlay	\$39,839	2029
Goose Pond Rd	0.41	1999	3.03	2.40	2016	Overlay	\$62,822	2029
Highland Ave	0.19	1993	3.69	2.89	2016	Overlay	\$29,310	2029
Hill Top Road	0.14	1984	2.87	2.22	2016	Overlay	\$21,185	2029
Kathy Lane	0.19	1993	2.91	2.29	2016	Overlay	\$28,439	2029
Liberty Lane	0.08	2010	4.22	3.25	2016	Overlay	\$12,258	2029
Old Gray Road	0.23	1993	3.38	2.68	2016	Overlay	\$35,242	2029
OLD COLONY	0.34	2010	4.80	3.69	2016	Overlay	\$52,097	2029
Pond Shore Drive	0.32	1984	2.29	1.77	2016	Overlay	\$49,334	2029
Skillin Road	0.91	2005	4.6	3.5	2016	Overlay	\$139,435	2029
Union Road	0.10	1993	2.91	2.29	2016	Overlay	\$15,323	2029
Upper Methodist	0.40	1993	3.30	2.61	2016	Overlay	\$60,797	2029

4.73	\$724,452
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Miles	4.73
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Cost	\$724,452
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### Summer 2017

Street	Length Miles	Last Pave Date	2011 PCR	2016 PCR	Planned Improve Date	Planned Improve Type	Projected Expense 2017/2018	Next Pave Date
Castlerock	0.18				2017	Overlay	\$27,581	2030
Cross Road 1	0.08	1995	1.99	1.49	2014	NA		2030
Cross Road 2	0.31	1995	1.99	1.49	2014	NA		2030
Cross Road Total	0.39	1995			2014	NA		2030
Harris Road A	0.80	2002	4.04	3.13	2017	Overlay	\$122,464	2030
Harris Road B	0.81	2001	3.32	2.63	2017	Overlay	\$124,495	2030
Harris Road Total	1.61	2002			2017	Overlay	\$246,959	2030
Lower Methodist	0.50	1995	1.98	1.48	2017	Overlay	\$76,613	2030
Mill Ridge Road A	0.08	2000	3.07	2.44	2017	Overlay	\$12,333	2030
Mill Ridge Road B	0.31	1995	2.85	2.26	2017	Overlay	\$48,173	2030
Mill Ridge Road Total	0.394886	2000			2017	Overlay	\$60,506	2030
Mill Road A	0.65	2005	4.03	3.13	2017	Overlay	\$99,248	2030
Mill Road B	0.54	2005	2.89	2.29	2017	Overlay	\$82,562	2030
Mill Road Total	1.186553	2005			2017	Overlay	\$181,810	2030
Rock Ridge Run	0.47	2002	4.03	3.12	2017	Overlay	\$72,016	2030
Turkey Lane	0.30	1995	2.37	1.85	2017	Overlay	\$45,968	2030
Whitetail Road	0.19	1995	3.76	2.93	2017	Overlay	\$29,020	2030

5.22	\$740,471
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Miles	5.22
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Cost	\$740,471
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### Summer 2018

Street	Length Miles	Last Pave Date	2011 PCR	2016 PCR	Planned Improve Date	Planned Improve Type	Projected Expense 2018/2019	Next Pave Date
Aspen Crest	0.13	2000	3.77	2.93	2018	Overlay	\$20,314	2031
Brookside Dr	0.17	1995	3.27	2.56	2018	Overlay	\$25,973	2031
Edes Rd	0.33	1988	3.34	2.62	2018	Overlay	\$50,204	2031
Greely Rd A	1.17	2004	2.85	2.26	2018	Overlay	\$178,763	2031
Greely Rd B	1.50	2004	2.60	2.06	2018	Overlay	\$229,112	2031
Greely Rd C	0.31	2004	3.10	2.45	2018	Overlay	\$48,028	2031
Greely Rd D	0.20	2004	2.94	2.05	2018	Overlay	\$30,906	2031
<b>Greely Rd Total</b>	<b>3.177083</b>	<b>2004</b>			<b>2018</b>	<b>Overlay</b>	<b>\$486,809</b>	<b>2031</b>
Hillside Ave	0.50		3.59	2.83	2018	Overlay	\$76,903	2031
Mere Wind Drive	0.37	2000	3.41	2.71	2018	Overlay	\$56,693	2031
Shady Run Lane	0.42	1993	3.67	2.87	2018	Overlay	\$64,355	2031
	<b>5.10</b>						<b>\$781,250</b>	

<b>Miles</b>	<b>5.10</b>
<b>Cost</b>	<b>\$781,250</b>

### Summer 2019

Street	Length Miles	Last Pave Date	2011 PCR	2016 PCR	Planned Improve Date	Planned Improve Type	Projected Expense 2019/2020	Next Pave Date
Bea Lane	0.18	2010	4.59	3.54	2019	Overlay	\$27,581	2032
Crystal Lane A	0.25	1995	4.35	3.34	2019	Overlay	\$38,016	2032
Crystal Lane B	0.14	1989	2.09	1.59	2019	Overlay	\$21,475	2032
<b>Crystal Lane Total</b>	<b>0.39</b>	<b>1995</b>			<b>2019</b>	<b>Overlay</b>	<b>\$59,491</b>	<b>2032</b>
Greely Rd Ext	1.44	2003	3.85	2.98	2019	Overlay	\$220,644	2032
Grove St	0.18				2019	Overlay	\$27,581	2032
Karole Lane A	0.18	2010	4.45	3.43	2019	Overlay	\$26,843	2032
Karole Lane B	0.08	2010	5.00	3.85	2019	Overlay	\$12,914	2032
<b>Karole Lane Total</b>	<b>0.26</b>	<b>2010</b>			<b>2019</b>	<b>Overlay</b>	<b>\$39,757</b>	<b>2032</b>
Middle Road 1	1.06	2005	3.81	2.97	2019	Overlay	\$162,366	2032
Middle Road 2A	0.41	2005	3.33	2.65	2019	Overlay	\$63,118	2032
Middle Road 2B	0.18	2005	4.76	3.65	2019	Overlay	\$28,294	2032
Middle Road 2C	0.10	2005	2.90	2.29	2019	Overlay	\$15,090	2032
Middle Road 2D	0.90	2005	2.90	2.29	2019	Overlay	\$137,903	2032
<b>Middle Road Total</b>	<b>2.65</b>	<b>2005</b>			<b>2019</b>	<b>Overlay</b>	<b>\$406,772</b>	<b>2032</b>
Phillips St	0.27	2009	4.80	3.69	2019	Overlay	\$41,644	2032
	<b>5.37</b>						<b>\$823,468</b>	

<b>Miles</b>	<b>5.37</b>
<b>Cost</b>	<b>\$823,468</b>

### Summer 2020

Street	Length Miles	Last Pave Date	2011 PCR	2016 PCR	Planned Improve Date	Planned Improve Type	Projected Expense 2020/2021	Next Pave Date
Blue Heron	0.06	1996	3.34	2.67	2020	Overlay	\$9,141	2033
Carriage Rd	0.47	1996	3.54	2.79	2020	Overlay	\$72,550	2033
Ebb Tide Drive	0.13	1995	3.22	2.55	2020	Overlay	\$19,734	2033
Hallmark Rd	0.16	1996	3.55	2.83	2020	Overlay	\$25,102	2033
Heritage Lane	0.20	1995	3.02	2.40	2020	Overlay	\$30,616	2033
Island View Drive	0.11	1995	3.39	2.69	2020	Overlay	\$16,686	2033
Ledge Road	0.54	1996	3.29	2.61	2020	Overlay	\$83,432	2033
Ocean Terrace	0.10	1996	2.95	2.35	2020	Overlay	\$14,800	2033
Pine Lane	0.26	1999	3.88	3.00	2020	Overlay	\$40,193	2033
Powell Road	0.24	1989	2.33	1.82	2020	Overlay	\$36,774	2033
Schooner Ridge	0.50	1986	3.52	2.75	2020	Overlay	\$76,613	2033
Surrey Lane	0.12	1996	3.27	2.60	2020	Overlay	\$18,863	2033
Sylvan Lane 1	0.04	1995	2.38	1.88	2020	Overlay	\$6,529	2033
Sylvan Lane 2	0.04	1995	2.62	2.07	2020	Overlay	\$6,675	2033
Sylvan Lane Total	0.09	1995			2020	Overlay	\$13,204	2033
Teal Drive	0.12	1996	3.29	2.59	2020	Overlay	\$18,428	2033
Thomas Drive	0.23	2005	4.31	3.30	2020	Overlay	\$35,694	2033
Town Landing Road	0.16	2001	5.00	3.85	2020	Overlay	\$24,516	2033
	3.38						\$536,346	

Miles	3.38
Cost	\$536,346

### Summer 2021

Street	Length Miles	Last Pave Date	2011 PCR	2016 PCR	Planned Improve Date	Planned Improve Type	Projected Expense 2021/2022	Next Pave Date
Birch Lane A**	0.09	1995	2.51	1.96	2021	Overlay	\$13,494	2034
Birch Lane B**	0.19	1995	2.96	2.34	2021	Overlay	\$28,730	2034
Birch Lane Total	0.28	1995			2021	Overlay	\$42,224	2034
Concord Circle	0.06	1995	3.29	2.62	2021	Overlay	\$8,851	2034
Conifer Ridge Road	0.21	1993	2.85	2.25	2021	Overlay	\$31,632	2034
Ferne Lane	0.09	1995	3.00	2.38	2021	Overlay	\$13,639	2034
Lantern Lane	0.25	1996	2.82	2.23	2021	Overlay	\$38,306	2034
Long Meadows Road	0.29	1996	3.68	2.88	2021	Overlay	\$44,435	2034
Mary Lane	0.35	2007	5.00	3.85	2021	Overlay	\$53,542	2034
Ole Musket Road	0.36	1995	2.96	2.34	2021	Overlay	\$55,161	2034
Pine Ridge Road	0.26	2000	4.61	3.55	2021	Overlay	\$39,177	2034
Sea Cove Road	0.25	1995	5.00	3.85	2021	Overlay	\$38,596	2034
Stony Ridge Road A	0.11	1996	3.12	2.43	2021	Overlay	\$16,396	2034
Stony Ridge Road B	0.14	1996	3.26	2.56	2021	Overlay	\$20,749	2034
Stony Ridge Road C	0.15	1995	4.05	3.15	2021	Overlay	\$23,506	2034
Stony Ridge Road Total	0.40	1996			2021	Overlay	\$60,652	2034
Stornoway Road	0.42	1995	3.23	2.52	2021	Overlay	\$64,569	2034
Sturdivant	0.13	1996	3.20	2.51	2021	Overlay	\$19,919	2034
Wildwood Blvd	0.31	1996	3.14	2.49	2021	Overlay	\$47,593	2034
	3.64						\$600,520	

Miles	3.51
Cost	\$580,601

### Summer 2022

Street	Length Miles	Last Pave Date	2011 PCR	2016 PCR	Planned Improve Date	Planned Improve Type	Projected Expense 2022/2023	Next Pave Date
Bruce Hill Road 1	0.98	2000	3.20	2.52	2022	Overlay	\$150,160.50	2035
Fox Run Road	0.24	1994	3.39	2.64	2022	Overlay	\$37,145.45	2035
Frye Drive	0.08	1995	2.17	1.67	2022	Overlay	\$11,607.95	2035
Glenview Road	0.52	1993	3.22	2.54	2022	Overlay	\$79,677.00	2035
Heather Lane	0.13	1993	3.34	2.67	2022	Overlay	\$20,313.92	2035
Holly Drive	0.15	1993	3.48	2.74	2022	Overlay	\$22,983.75	2035
Homestead Lane	0.12	1999	4.04	3.11	2022	Overlay	\$18,387.00	2035
Hunter Way	0.05	1986	3.23	2.56	2022	Overlay	\$7,661.25	2035
Pleasant Valley A	0.73	1994	4.49	3.46	2022	Overlay	\$111,291.26	2035
Pleasant Valley B	0.30	1990	3.54	2.79	2022	Overlay	\$45,706.32	2035
Pleasant Valley Total	1.02	1994			2022	Overlay	\$156,997.59	2035
Sturbridge Lane	0.48	1994	3.23	2.58	2022	Overlay	\$73,420.31	2035
Valley Road	0.77	1994	3.60	2.87	2022	Overlay	\$117,385.44	2035
	4.54						\$695,740.17	
Miles							4.54	
Cost							\$695,740.17	

### Summer 2023

Street	Length Miles	Last Pave Date	2011 PCR	2016 PCR	Planned Improve Date	Planned Improve Type	Projected Expense 2023/2024	Next Pave Date
Broadmoor Drive	0.15	1995	3.65	2.86	2023	Overlay	\$23,651.21	2036
Chet's Way A	0.42	2007		3.85	2023	Overlay	\$65,004.55	2036
Chet's Way B	0.14	1995		3.85	2023	Overlay	\$21,329.62	2036
Chet's Way Total	0.563447	2007	5.00		2023	Overlay	\$86,334.16	2036
Crossing Brook	0.68	1993	3.34	2.65	2023	Overlay	\$104,193.00	2036
Cumberland Common	0.26	1993	3.88	3.00	2023	Overlay	\$40,192.54	2036
Drowne Rd	0.20	1998	3.36	2.69	2023	Overlay	\$30,180.68	2036
Flintlock Drive	0.39	2005	4.80	3.69	2023	Overlay	\$60,071.16	2036
Hawthorne Court	0.14	2003	3.89	3.01	2023	Overlay	\$21,451.50	2036
Marion Circle	0.07	1993	3.59	2.82	2023	Overlay	\$10,725.75	2036
Meadow Lane	0.28	1990	2.93	2.34	2023	Overlay	\$42,804.33	2036
Meadow Way	0.25	1988	3.29	2.62	2023	Overlay	\$38,306.25	2036
Meadowview Road	0.15	1995	3.57	2.86	2023	Overlay	\$23,651.21	2036
Oak Street	0.13	1993	4.20	3.24	2023	Overlay	\$19,878.62	2036
Willow Lane	0.25	1995	3.40	2.70	2023	Overlay	\$38,451.35	2036
	3.52						\$539,891.77	
Miles							3.52	
Cost							\$539,891.77	

### Summer 2024

Street	Length Miles	Last Pave Date	2011 PCR	2016 PCR	Planned Improve Date	Planned Improve Type	Projected Expense 2024/2025	Next Pave Date
Bruce Hill Road 2	1.11	2001	3.19	2.52	2024	Overlay	\$170,636.93	2037
Bruce Hill Road Ext.	0.06	2007	3.85	2.53	2024	Overlay	\$8,996.16	2037
Bruce Hill Road Ext. B	0.30	2007	3.85	2.53	2024	Overlay	\$45,706.32	2037
Field Road	0.40	1988	3.49	2.77	2024	Overlay	\$61,290.00	2037
Idlewood Crossing	0.07	2001	3.51	2.79	2024	Overlay	\$10,447.16	2037
Idlewood Drive	0.45	2001	4.26	3.28	2024	Overlay	\$68,777.13	2037
Range Road A (West)*	2.29	2010	5.00	3.85	2024	Overlay	\$350,560.23	2037
Range Road B (West)	0.56	2008	4.74	3.65	2024	Overlay	\$86,479.26	2037
Range Road Total	2.852273	2010			2024	Overlay	\$437,039.49	2037
	5.24						\$802,893.20	
Miles							5.24	
Cost							\$802,893.20	

## **2016-2020 CIP Project Proposals:**

<b>DEPARTMENT</b>	<b>PROJECT NAME</b>	<b>COST</b>	<b>PROPOSED YEAR OF FUNDING</b>
<b>ASSESSING</b>	Town-wide Revaluation	\$400,000	TBD
	In-House Update	\$75,000	TBD
<b>FIRE</b>	Central Station Replacement	\$3,925,000	TBD
<b>IT</b>	Phone System	\$40,000	2015
	Map & Plan Scanning	\$14 k per yr. for 5 yrs.	2015 -2020
<b>LIBRARY</b>	Prince Expansion	\$1.6 million	TBD
	Basement Archives Area	\$18,500	2016
	Collections Project	\$30,000	TBD
<b>PUBLIC SERVICES</b>			
<u>*West Cumb.</u>	Rec Hall Renovations	\$75,000	2015-2016
<u>*Twin Brook</u>	3 Field Renovations	\$150,000	TBD
	Storage Building	\$60,000	Sum. 2015
	Playground (Twin Brook)	\$40,000	TBD
	Trail Upgrade at Twin Brook &	\$10,000	2015-2018



	Town Forest		
	Culvert Replacement	\$50,000	On-going
<u>*Sidewalks</u>	Town Hall to Twin Brook	\$877,000	TBD
	Cumberland Commons Sidewalk Replacement	\$60,000	TBD
<u>*Roads</u>			
	Main Street Wyman Way to Tuttle Road Recon w/Sidewalk	\$800,000 MDOT/Town 50/50	2018
	Blanchard Road Main to Bruce Hill Road	\$800,000 MDOT/Town 75/25	2017
	Main Street Tuttle to Greely	\$800,000 MDOT/Town 75/25	2018
	Middle Road Tuttle Road to Falmouth Town Line	\$3.2 Million	2018
	Blackstrap	\$1,000,000 MDOT/Town 50/50	2015
	Pavement Mgmt. Plan	\$800,000/yr .	2016-20 (Annual Cost)
	Rt. 88 Completion- Yarmouth Town Line Road Recon (widen, drainage, paved shoulder)	\$1,000,000 w/out state funding \$250,000 w/state funds	TBD

<u>TIF Funds</u>			
	Rt. 1 South Turn Lane	\$600,000	2015- 2016
	Rt. 1 North Turn Lane	\$150,000	2015- 2016
	Range Road Water Line & Pump Station	\$1,150,000	TBD
<u>*Utilities</u>			
	Rt. 9 Sewer & Water line ext. from library to Falmouth	\$830,000	TBD
	Water ext. to Val Halla	\$250,000	<b>TBD</b>
	Range Road Water Line & Pump Station	\$1,150,000	TBD
<u>*Public Works</u>	New PW & Bus Garage & Salt/Sand Storage	\$4,000,000	Bond in FY 2018
	Crushing Operations: Gravel Pit-Goose Pond Rd.	\$143,00	Every 3 yrs (\$49,000) Begin 2015
	Wood Waste Landfill Closure	\$475,000	2017 Summer
	Large/Deep Drainage Pipe	\$204,000	TBD
<u>*Val Halla</u>	Outdoor Skating Rink	\$10,000	2015
	Events Area Shelter	\$33K or \$48K	TBD

	Wash Pad	\$25,000	TBD
	Maintenance Bldg. Addition	\$125,000	TBD
Town Buildings	Energy Audit & HVAC Update	\$100,000	2015-2018
*Equipment Maintenance Reserve	Annual Depreciation of Equipment	\$390,000	Annual
*NPDES	Phase 3 Federal mandate re: stormwater pollution	\$30,000/Yr.	Annual
<b>*Senior Housing</b>	Roof Replacement	\$377,000	2015

### **Projects Underway or Completed**

<b>DEPT.</b>	<b>PROJECT</b>	<b>COST</b>
<b>PUBLIC SERVICES</b>	West Cumberland Playground Renovations	\$40,000
	Survey of Town-Owned Land	\$10,000
	Blanchard Rd. Reconstruction (Bruce Hill to Skillin)	\$1,100,000
<b>FIRE</b>	Paving W. Cumb. Station	\$20,000
	Ambulance Replacement	\$200,000
	Overhead Doors Central Station	\$16,000
<b>IT</b>	2 New Servers (replacement)	\$31,000
	MUNIS Server Replacement	\$15,000
<b>CLERK</b>	Voting Booths	\$5,000 ( ½ in FY 2013; ½ in FY 2014)

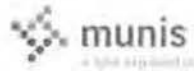
# HISTORY OF COMPLETED CIP PROJECTS

Department	Project	Cost	Year(s)
ADMIN	HVAC Conversions- Library, Town Hall, Fire Stations, Senior Housing	\$650,000	FY 2010 - 2011
IT	S1 Server Replacement?	\$20,700	FY 2010 - 2011
Public Services	Road Reconstruction Route 88	\$4.2 Million	FY 2010 - 2011
Public Services	Range Road Reconstruction & Water Line Ext.	\$7,000,000	FY 2010 - 2011
Val Halla	Irrigation	\$500,000	FY 2009-10
Val Halla	Roof Replacement	\$75,000	FY 2009
Public Services	Drainage Projects: Bea, Carol, Forest	\$2,700,000	FY 2009
Public Services	Paving: Bea, Carol, Forest	\$103,000	FY 2009
Public Services	Roof Replacement Town Garage	\$56,000	FY 2009
Public Services	Compost Pad	\$45,000	FY 2009
Public Services	NPDES – Annual	\$32,000	FY 2009
Public Services	Range Road Reconstruction & Water Line Ext.	\$7,000,000	FY 2009
Library	Brick Re-pointing	\$30,000	FY 2008- 2009
Planning	Comprehensive Plan Mapping & Survey Consulting Work	\$60,000	FY 2008- 2009
Assessing	Property Revaluation	\$300,000	FY 2008- 2009
Public Services Twin Brook Projects:	Shelter Field Renovations Electrical hook up Parking Expansion Restrooms Equipment Field House Water Supply	\$75,000 \$140,000 \$70,000 \$30,000 \$30,000 \$200,000 \$75,000	FY 2008- 2009
Administration	Town Center Sidewalk	\$250,000	FY 2007 - 2008

	Reconstruction/Extension		
Administration	Town Hall Generator & Fuel Tank	\$40,000	FY 2007 - 2008
Public Services	Twin Brook Well (drilled and capped)	\$20,000	FY 2007 - 2008
Public Services	Fence Materials for Securing Twin Brook Fields	\$20,000	FY 2007 - 2008
Town Clerk	Vault Filing System & Records Restoration	\$32,000	FY 2007 - 2008
Fire	Generator – West Cumb. Station	\$12,000	FY 2007 - 2008
Fire	Air Tank Compressor	\$50,000	FY 2006-2007
Fire	Generator – Central Station	\$25,000	FY 2006 - 2007
Finance	Computer System	\$175,000	FY 2006 - 2007
Police	Computer System	\$99,630	FY 2006 - 2007
Library	Air Conditioning (Prince Room & Staff Room)	\$35,000	FY 2006 - 2007
Library	Air Conditioning	\$37,000	FY 2006 - 2007
Public Services	Generator -Garage	\$32,000	FY 2006 - 2007
Administration	Water Line Extension – West Cumberland	\$1.2 million	FY 2005-2006
Public Services	Infield Grooming Machine	\$5,000	FY 2005 - 2006
Public Services	Salt Storage Shed	\$90,000	FY 2004 – 2005
Public Services	Stone Wharf Reconstruction	\$650,000	FY 2003 - 2004
Administration	Rines Forest Purchase	\$1.3 million	FY 2003 -2004
Fire	SCBA Breathing Apparatus	Equip. Repl.	On-going
Fire	Personal Protective Equipment	Equip. Repl.	On-going



# BUDGET REPORT

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YEAR-TO-DATE BUDGET REPORTP 1  
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FOR 2015 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 General Fund							
10 General Government							
130 Administration	474,359	0	474,359	422,225.33	.00	52,133.67	89.0%
140 Assessor	80,463	0	80,463	67,077.85	.00	13,385.15	83.4%
150 Town Clerk	208,078	0	208,078	150,079.03	.00	57,998.97	72.1%
160 Technology	165,346	0	165,346	134,144.16	.00	31,201.84	81.1%
165 Elections	13,953	0	13,953	10,149.48	.00	3,803.52	72.7%
170 Planning	63,541	0	63,541	45,112.85	.00	18,428.15	71.0%
190 Legal	32,500	0	32,500	42,670.92	.00	-10,170.92	131.3%
TOTAL General Government	1,038,240	0	1,038,240	871,459.62	.00	166,780.38	83.9%
20 Public Safety							
210 Police	1,196,499	0	1,196,499	917,913.32	.00	278,585.68	76.7%
220 Fire	827,001	0	827,001	664,037.39	.00	162,963.61	80.3%
240 Code Enforcement	90,871	0	90,871	71,238.86	.00	19,632.14	78.4%
260 Animal Control	27,300	0	27,300	21,812.67	.00	5,487.33	79.9%
TOTAL Public Safety	2,141,671	0	2,141,671	1,675,002.24	.00	466,668.76	78.2%
30 Public Services							
310 Public Works	941,925	0	941,925	818,766.65	.00	123,158.35	86.9%
320 Waste Disposal	521,771	0	521,771	329,208.47	.00	192,562.53	63.1%
430 Parks	220,772	0	220,772	168,726.63	.00	52,045.37	76.4%
440 West Cumberland Rec	7,720	0	7,720	4,070.10	.00	3,649.90	52.7%
TOTAL Public Services	1,692,188	0	1,692,188	1,320,771.85	.00	371,416.15	78.1%
40 Recreation							
410 Recreation	644,444	0	644,444	573,109.73	.00	71,334.27	88.9%
TOTAL Recreation	644,444	0	644,444	573,109.73	.00	71,334.27	88.9%

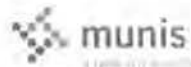
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YEAR-TO-DATE BUDGET REPORTP 2  
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FOR 2015 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
45 Library							
450 Library	387,607	0	387,607	295,557.56	.00	92,049.44	76.3%
TOTAL Library	387,607	0	387,607	295,557.56	.00	92,049.44	76.3%
90 Other							
580 General Assistance	32,000	0	32,000	25,130.41	.00	6,869.59	78.5%
590 Health Services	10,375	0	10,375	9,481.00	.00	894.00	91.4%
620 Cemetery Association	26,700	0	26,700	22,500.00	.00	4,200.00	84.3%
630 Conservation Commission	6,000	0	6,000	2,902.51	.00	3,097.49	48.4%
800 Fire Hydrants	62,000	0	62,000	40,782.82	.00	21,217.18	65.8%
810 Street Lighting	37,000	0	37,000	28,455.46	.00	8,544.54	76.9%
830 Contingent	25,000	0	25,000	.00	.00	25,000.00	.0%
840 Municipal Building	162,652	0	162,652	124,534.56	.00	38,117.44	76.6%
850 Abatements	20,000	0	20,000	72,683.24	.00	-52,683.24	363.4%
TOTAL Other	381,727	0	381,727	326,470.00	.00	55,257.00	85.5%
98 Fixed Expenses							
650 Debt Service	919,267	0	919,267	721,098.74	.00	198,168.26	78.4%
750 Insurance	207,499	0	207,499	172,019.81	.00	35,479.19	82.9%
860 MSAD #51	14,313,306	0	14,313,306	10,734,979.50	.00	3,578,326.50	75.0%
890 County Tax	696,073	0	696,073	696,073.00	.00	.00	100.0%
910 Capital Imp. Plan	1,323,868	0	1,323,868	1,323,868.00	.00	.00	100.0%
TOTAL Fixed Expenses	17,460,013	0	17,460,013	13,648,039.05	.00	3,811,973.95	78.2%
TOTAL General Fund	23,745,890	0	23,745,890	18,710,410.05	.00	5,035,479.95	78.8%
GRAND TOTAL	23,745,890	0	23,745,890	18,710,410.05	.00	5,035,479.95	78.8%

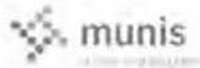
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YEAR-TO-DATE BUDGET REPORTP 1  
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FOR 2015 09

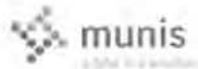
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
001 General Fund							
<hr/>							
011 Other Tax Revenues							
<hr/>							
0011 0303 Excise Tax	-1,430,000	0	-1,430,000	-1,217,812.93	.00	-212,187.07	85.2%
0011 0304 Boat Excise Tax	-5,000	0	-5,000	-2,827.00	.00	-2,173.00	56.5%*
0011 0328 Outer Islands Property T	-40,000	0	-40,000	-20,933.44	.00	-19,066.56	52.3%*
0011 0329 Payment in Lieu of Taxes	-23,793	0	-23,793	-14,328.00	.00	-9,465.00	60.2%*
TOTAL Other Tax Revenues	-1,498,793	0	-1,498,793	-1,255,901.37	.00	-242,891.63	83.8%
<hr/>							
012 Licenses & Permits							
<hr/>							
0012 0311 Hunting & Fishing Licens	-700	0	-700	-406.75	.00	-293.25	58.1%*
0012 0312 Marriage Lic & Vital Rec	-3,000	0	-3,000	-2,063.20	.00	-936.80	68.8%*
0012 0313 Birth Certificates	-365	0	-365	-1,135.60	.00	770.60	311.1%
0012 0314 Death Certificates	-500	0	-500	-1,455.60	.00	955.60	291.1%
0012 0315 Clerk Licenses	-4,500	0	-4,500	-2,120.00	.00	-2,380.00	47.1%*
0012 0316 Shellfish Licenses	-3,000	0	-3,000	-1,321.14	.00	-1,678.86	44.0%*
0012 0317 Conservation Fees	-500	0	-500	-273.86	.00	-226.14	54.8%*
0012 0334 Snowmobile Reg	-300	0	-300	-217.00	.00	-83.00	72.3%*
0012 0361 Auto Reg. Fees	-20,000	0	-20,000	-14,399.00	.00	-5,601.00	72.0%*
0012 0362 Boat Reg. Fees	-500	0	-500	-660.40	.00	160.40	132.1%
0012 0366 Building Permits	-70,000	0	-70,000	-55,284.05	.00	-14,715.95	79.0%
0012 0367 Electrical Permits	-15,000	0	-15,000	-14,054.45	.00	-945.55	93.7%
0012 0368 Plumbing Permits	-15,000	0	-15,000	-15,976.75	.00	976.75	106.5%
0012 0369 Other Permits	-2,500	0	-2,500	-1,050.00	.00	-1,450.00	42.0%*
0012 0383 Agent Fees-Moses	0	0	0	-10.00	.00	10.00	100.0%
0012 0398 Application Fee	-1,000	0	-1,000	-1,000.00	.00	.00	100.0%
0012 0401 Dog Revenue	-5,000	0	-5,000	-2,252.00	.00	-2,748.00	45.0%*
0012 0404 Commercial Haulers Licens	-600	0	-600	.00	.00	-600.00	.0%*
TOTAL Licenses & Permits	-142,465	0	-142,465	-113,679.80	.00	-28,785.20	79.8%
<hr/>							
013 Intergovernmental Revenues							
<hr/>							
0013 0327 Homestead State Reimb	0	-185,920	-185,920	-104,217.00	.00	-81,703.00	56.1%*

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FOR 2015 09

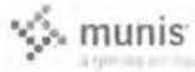
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0013 0331 State Revenue Sharing	-385,710	0	-385,710	-295,379.46	.00	-90,330.54	76.6%
0013 0332 Park Fee Sharing	-7,080	0	-7,080	.00	.00	-7,080.00	.0%*
0013 0335 DOT Block Grant	-68,440	0	-68,440	-62,592.00	.00	-5,848.00	91.5%
0013 0337 Other State Aid	0	0	0	-4,508.74	.00	4,508.74	100.0%
0013 0341 North Yarmouth Recreatio	-35,902	0	-35,902	-26,928.00	.00	-8,974.00	75.0%
0013 0342 North Yarmouth Library S	-141,379	0	-141,379	-106,035.00	.00	-35,344.00	75.0%
0013 0347 North Yarmouth Channel 2	-2,547	0	-2,547	-1,909.00	.00	-638.00	75.0%*
0013 0348 ACO Sharing Payments	0	0	0	-6,322.00	.00	6,322.00	100.0%
0013 0397 Windham-Fire & Rescue	-3,900	0	-3,900	.00	.00	-3,900.00	.0%*
TOTAL Intergovernmental Revenues	-644,958	-185,920	-830,878	-607,891.20	.00	-222,986.80	73.2%
015 Other Revenues							
0015 0305 Interest & Penalties	-30,000	0	-30,000	-23,324.15	.00	-6,675.85	77.7%
0015 0306 Over/Short	-100	0	-100	2,431.85	.00	-2,531.85	-2431.9%*
0015 0364 Growth Permits	-1,500	0	-1,500	-3,100.00	.00	1,600.00	206.7%
0015 0365 Board of Appeals	-100	0	-100	.00	.00	-100.00	.0%*
0015 0379 Investment Earnings	0	0	0	-206.14	.00	206.14	100.0%
0015 0381 Building Rentals	-500	0	-500	.00	.00	-500.00	.0%*
0015 0382 Sale of Assets	-25,000	0	-25,000	-7,700.00	.00	-17,300.00	30.8%*
0015 0390 Misc. Revenue	-48,000	0	-48,000	-40,822.82	.00	-7,177.18	85.0%
0015 0399 Staff Review Fee	-10,000	0	-10,000	-8,709.00	.00	-1,291.00	87.1%
0015 0402 Cable TV Revenue	-110,000	0	-110,000	-114,620.19	.00	4,620.19	104.2%
0015 0403 Mooring Fees	-1,000	0	-1,000	-165.00	.00	-835.00	16.5%*
0015 0410 Private Ways	-400	0	-400	-600.00	.00	200.00	150.0%
0015 0432 Workers Compensation Div	0	0	0	-26,586.80	.00	26,586.80	100.0%
0015 0508 Impact Fees	-40,000	0	-40,000	-58,770.85	.00	18,770.85	146.9%
0015 0513 Assessing Records	-100	0	-100	-30.00	.00	-70.00	30.0%*
TOTAL Other Revenues	-266,700	0	-266,700	-282,203.10	.00	15,503.10	105.8%
210 Police							
0021 0351 Police Issued Permits	-3,500	0	-3,500	-688.00	.00	-2,812.00	19.7%*
0021 0353 Police Insurance Reports	-500	0	-500	-410.00	.00	-90.00	82.0%
0021 0427 PARKING TICKETS	-200	0	-200	.00	.00	-200.00	.0%*
0021 0428 POLICE OUTSIDE DETAIL	-35,000	0	-35,000	-16,868.29	.00	-18,131.71	48.2%*
0021 0536 ANIMAL CONTROL OFF REVEN	-2,500	0	-2,500	-1,767.00	.00	-733.00	70.7%*
0021 0546 Court Reimbursements	-3,500	0	-3,500	-969.80	.00	-2,530.20	27.7%*



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FOR 2015 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0021 0547 Miscellaneous Police Rev	-500	0	-500	-854.40	.00	354.40	170.9%
0021 0620 Grant revenue	-53,000	0	-53,000	-20,206.00	.00	-32,794.00	38.1%*
TOTAL Police	-98,700	0	-98,700	-41,763.49	.00	-56,936.51	42.3%
220 Fire							
0022 0390 Misc. Revenue	-15,000	0	-15,000	-780.00	.00	-14,220.00	5.2%*
0022 0431 OUTSIDE COVERAGE	-15,000	0	-15,000	-19,019.57	.00	4,019.57	126.8%
0022 0504 Rescue Billing	-155,000	0	-155,000	-85,635.20	.00	-69,364.80	55.2%*
0022 0505 Non Emergency Transports	0	0	0	-41,577.71	.00	41,577.71	100.0%
0022 0507 Paramedic Intercepts	-2,000	0	-2,000	-300.00	.00	-1,700.00	15.0%*
TOTAL Fire	-187,000	0	-187,000	-147,312.48	.00	-39,687.52	78.8%
410 Recreation							
0041 0370 Recreation Programs	-20,016	0	-20,016	-6,986.66	.00	-13,029.34	34.9%*
0041 0371 Fall Recreation Revenue	-60,622	0	-60,622	-33,432.50	.00	-27,189.50	55.1%*
0041 0372 Winter Recreation Revenue	-94,563	0	-94,563	-104,720.26	.00	10,157.26	110.7%
0041 0373 Spring Recreation Revenue	-32,000	0	-32,000	-9,148.00	.00	-22,852.00	28.6%*
0041 0374 Summer Recreation Revenue	-212,370	0	-212,370	-36,024.92	.00	-176,345.08	17.0%*
0041 0385 After School Programs	-145,000	0	-145,000	-137,338.90	.00	-7,661.10	94.7%
0041 0570 Rec Soccer Revenue	-3,255	0	-3,255	-7,456.00	.00	4,201.00	229.1%
0041 0606 CPR/First Aid Revenues	0	0	0	-150.00	.00	150.00	100.0%
TOTAL Recreation	-567,826	0	-567,826	-335,257.24	.00	-232,568.76	59.0%
430 Parks							
0043 0390 Misc. Revenue	-15,000	0	-15,000	-8,372.08	.00	-6,627.92	55.8%*
0043 0617 Twin Brooks Donations	0	0	0	-152.00	.00	152.00	100.0%
TOTAL Parks	-15,000	0	-15,000	-8,524.08	.00	-6,475.92	56.8%
450 Library							
0045 0322 Library Fines	-3,500	0	-3,500	-4,506.42	.00	1,006.42	128.8%

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FOR 2015 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0045 0393 Library Interest Income	-200	0	-200	-60.48	.00	-139.52	30.2%*
0045 0394 Misc. Library Revenue	-1,000	0	-1,000	-1,168.50	.00	168.50	116.9%
TOTAL Library	-4,700	0	-4,700	-5,735.40	.00	1,035.40	122.0%
TOTAL General Fund	-3,426,142	-185,920	-3,612,062	-2,798,268.16	.00	-813,793.84	77.5%
TOTAL REVENUES	-3,426,142	-185,920	-3,612,062	-2,798,268.16	.00	-813,793.84	
GRAND TOTAL	-3,426,142	-185,920	-3,612,062	-2,798,268.16	.00	-813,793.84	77.5%

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